

***United States Court of Appeals
for the Second Circuit***



JOINT APPENDIX

ORIGINAL

76-7030

United States Court of Appeals
FOR THE SECOND CIRCUIT

METROPOLITAN WORLD TANKER CORP.,
as chartered owner of the M/T MANTINIA,

and

METROPOLITAN MARINE TRANSPORT CORP.,
as owner of the M/T MESOLOGI,

and

METROPOLITAN NAVIGATION CORP.,
as owner of the M/T MONEMVASIA,

and

METROPOLITAN SEAS TRANSPORT CORP.,
as owner of the S/T METHONI,

Plaintiffs-Appellants,

against

P. N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P. N. PERTAMINA),

and

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

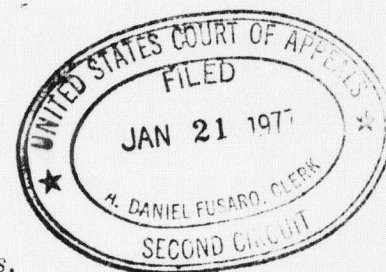
Defendants-Appellees.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JOINT APPENDIX

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RELEVANT DOCKET ENTRIES

- Dec. 5-75 (1) Filed Complaint and issued Summons
 (2) Filed Order of Attachment and Garnishment
- Dec. 8-75 Filed Undertaking on attachment in the sum of
 \$250,000
- Dec.12-75 Filed Pltffs Affidavit and Notice of Motion for
 leave to prove grounds for issuance of order of
 attachment
- Jan. 5-76 Filed transcript of proceedings dated 12-22-75
- Jan.12-76 Filed Order vacating attachment granted by this
 Court on 12-02-75. MOTLEY, J. (mn)
- Jan.14-76 Filed Pltffs' Notice of Appeal to USCA from the
 order entered on 01-12-76 vacating the order of
 attachment granted on 12-5-75. Copy to: Burke
 & Parsons. Entered 1-15-76
- Mar.24-76(75) Filed transcript of record of proceedings
 dated 12-15-76
- Dec.30-76 Filed Certified Record on Appeal to the U.S.C.A.

NOTICE OF AMENDED VERIFIED COMPLAINT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- -x

METROPOLITAN WORLD TANKER CORP., as chartered	:	75 Civil 6123
owner of the M/T MANTINIA,	:	(CBM)

-and-

METROPOLITAN MARINE TRANSPORT, CORP., as	:	
owner of the M/T MESOLOGI,	:	

-and-

METROPOLITAN NAVIGATION CORP., as	:	
owner of the M/T MONEMVASIA,	:	

-and-

METROPOLITAN SEAS TRANSPORT CORP., as	:	
owner of the S/T METHONI,	:	

NOTICE OF
AMENDED
VERIFIED
COMPLAINT

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI	:	
NASIONAL (P.N. PERTAMINA),	:	

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN	:	
GAS BUMI NEGARA (PERTAMINA),	:	

Defendants.

----- -x

PLEASE TAKE NOTICE, that the within is a copy of the Amended Verified Complaint filed in this action as a matter of course, pursuant to rule 15(a) of the Federal Rules of Civil Procedure, on the 12th day of December, 1975.

HILL, BETTS & NASH
Attorneys for Plaintiffs
One World Trade Center
New York, New York 10048
(212) 466-4900

Dated: New York, New York
December 14, 1975

Notice of Amended Verified Complaint

TO: Pertamina
866 United Nations Plaza
New York, New York

Pertamina Indonesian State Oil & Gas Mining Enterprises
866 United Nations Plaza
New York, New York

Tankers International Navigation Corporation
866 United Nations Plaza
New York, New York

Caltex Petroleum Corporation
380 Madison Avenue
New York, New York

Caltex International Corporation
380 Madison Avenue
New York, New York

Bank Negara Indonesia 1946
100 Wall Street
New York, New York

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York

Continental Illinois International Bank
One Liberty Plaza
(91 Liberty Street)
New York, New York

Continental Illinois National Bank & Trust
Company of Chicago
One Liberty Plaza
(91 Liberty Street)
New York, New York

Bankers Trust Company
16 Wall Street
New York, New York

Bank of Tokyo Trust Company
100 Broadway
New York, New York

Chase Manhattan Bank
One Chase Manhattan Plaza
New York, New York

Notice of Amended Verified Complaint

First National City Bank
399 Park Avenue
New York, New York

Chemical Bank
20 Pine Street
New York, New York

American Independent Oil Company, Inc.
50 Rockefeller Plaza
New York, New York

Bank of America
41 Broad Street
New York, New York

Irving Trust Company
1 Wall Street
New York, New York

Chevron Oil Trading Co.
30 Rockefeller Plaza
New York, New York

Chevron International Oil Co., Inc.
30 Rockefeller Plaza
New York, New York

Joc Oil U S.A. Inc.
1290 Avenue of the Americas
New York, New York

AMENDED VERIFIED COMPLAINT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

METROPOLITAN WORLD TANKER CORP., as chartered : 75 Civil 6123
owner of the M/T MANTINIA, (CBM)

-and-

METROPOLITAN MARINE TRANSPORT, CORP., as
owner of the M/T MESOLOGI,

-and-

METROPOLITAN NAVIGATION CORP., as
owner of the M/T MONEMVASIA,

-and-

METROPOLITAN SEAS TRANSPORT CORP., as
owner of the S/T METHONI,

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

-----x

The complaints of METROPOLITAN WORLD TANKER CORP.,
METROPOLITAN MARINE TRANSPORT, CORP., METROPOLITAN NAVIGATION,
CORP., and METROPOLITAN SEAS TRANSPORT CORP., as respective
owners of the captioned vessels against P.N. PERTAMBANGAN MINJAK
DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAM-
BANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA) in a cause of con-
tract, civil and maritime, allege upon information and belief
as follows:

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Amended Verified Complaint

AS AND FOR THE COMPLAINT OF
METROPOLITAN WORLD TANKER CORP.

1. This is a cause of admiralty and maritime jurisdiction, as hereinafter more fully appears, and an admiralty and maritime claim within the meaning of rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material hereto plaintiff METROPOLITAN WORLD TANKER CORP. was and is a corporation organized and existing under and by virtue of the laws of the Republic of Liberia with a registered office at 80 Broad Street, Monrovia, Liberia and chartered owner of the M/T MANTINIA.

3. At all times material hereto National Shipping & Trading Corporation of 9 West 57th Street, New York, New York was and is the agent of plaintiff METROPOLITAN WORLD TANKER CORP. and the M/T MANTINIA.

4. At all times material hereto defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN DAN GAS BUMI NEGARA (PERTAMINA) were Indonesian corporations, said defendants having offices and agency representation at 866 United Nations Plaza, New York, New York.

5. At all times material hereto the M/T MANTINIA, a motor tanker of some 128,289 deadweight tons, was and is on time charter to defendants for a period of 120 consecutive calendar months under a certain time charter party dated at

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Amended Verified Complaint

Tokyo, Japan November 2, 1973, a copy of which time charter party with addenda is annexed hereto as Exhibit "1" and made an integral part hereof.

6. From the time of delivery of the said vessel on July 24, 1975 under the time charter party plaintiff METROPOLITAN WORLD TANKER CORP. has done and performed all things required of it under said time charter party but defendants have refused, failed and neglected to perform certain obligations on their part, specifically, to pay time charter hire and other amounts owed to owner when and as due.

7. On account of the said breaches by defendants of the time charter party there is now due and owing to the plaintiff the amount, as near as can now be determined, of \$1,866,863.16, together with accrued interest thereon.

8. Plaintiff has made statement of said account to defendants and made due and repeated demands for payment therefor but defendants have refused, failed and neglected to make such payment or remedy their breaches.

AS AND FOR THE COMPLAINT OF
METROPOLITAN MARINE TRANSPORT CORP.

9. This is a cause of admiralty and maritime jurisdiction, as hereinafter more fully appears, and an admiralty and maritime claim within the meaning of rule 9(h) of the Federal Rules of Civil Procedure.

10. At all times material hereto plaintiff METROPOLITAN MARINE TRANSPORT CORP. was and is a corporation organized and existing under and by virtue of the laws of the Republic of Liberia with a registered office at 80 Broad Street, Monrovia, Liberia and owner of the M/T MESOLOGI

11. At all times material hereto National Shipping & Trading Corporation of 9 West 57th Street, New York, New York was and is the agent of plaintiffs METROPOLITAN MARINE TRANSPORT CORP. and the M/T MESOLOGI.

12. At all times material hereto defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAM MINJAK DAN GAS BUMI NEGARA (PERTAMINA) were Indonesian corporations, said defendants having offices and agency representation at 866 United Nations Plaza, New York, New York.

13. At all times material hereto the M/T MESOLOGI a motor tanker of some 128,303 deadweight tons, was and is on time charter to defendants for a period of 120 consecutive calendar months under a certain time charter party dated at Paris, France, September 23, 1971, a copy of which time charter party, with addenda, is annexed hereto as Exhibit "2" and made an integral part hereof.

14. From the time of delivery of the said vessel on August 24, 1974 under the time charter party plaintiff METROPOLITAN MARINE TRANSPORT CORP. has done and performed all

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Amended Verified Complaint

things required of it under said time charter party but defendants have refused, failed and neglected to perform certain obligations on their part, specifically, to pay time charter hire and other amounts owed to owner when and as due.

15. On account of said breaches by defendants of the time charter party there is now due and owing to the plaintiff the amount, as near as can now be determined, of \$2,770,833.58 together with accrued interest thereon.

16. Plaintiff has made statement of said account to defendants and made due and repeated demands for payment therefor but defendants have refused, failed and neglected to make such payment of remedy their breaches.

AS AND FOR THE COMPLAINT OF
METROPOLITAN NAVIGATION CORP.

17. This is a cause of admiralty and maritime jurisdiction, as hereinafter more fully appears, and an admiralty and maritime claim within the meaning of rule 9(h) of the Federal Rules of Civil Procedure.

18. At all times material hereto plaintiff METROPOLITAN NAVIGATION CORP. was and is a corporation organized and existing under and by virtue of the laws of the Republic of Liberia with a registered office at 80 Broad Street, Monrovia, Liberia and owner of the M/T MONEMVASIA.

19. At all times material hereto National Shipping

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Amended Verified Complaint

& Trading Corporation of 9 West 57th Street, New York, New York was and is the agent of plaintiff METROPOLITAN NAVIGATION CORP. and the M/T MONEMVASIA.

20. At all times material hereto defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA) were Indonesian corporations, said defendants having offices and agency representation at 866 United Nations Plaza, New York, New York.

21. At all times material hereto the M/T MONEMVASIA, a motor tanker of some 128,366 deadweight tons, was and is on time charter to defendants for a period of 120 consecutive calendar months under a certain time charter party dated at Paris, France, March 15, 1971, a copy of which time charter party, with addenda, is annexed hereto as Exhibit "3" and made an integral part hereof.

22. From the time of delivery of the said vessel on January 7, 1974 under the time charter party plaintiff METROPOLITAN NAVIGATION CORP. has done and performed all things required of it under said time charter party but defendants have refused, failed and neglected to perform certain obligations on their part, specifically, to pay time charter hire and other amounts owed to owner when and as due.

23. On account of the said breaches by defendants of the time charter party there is now due and owing to the

plaintiff the amount, as near as can now be determined, of \$2,663,461.87, together with accrued interest thereon.

24. Plaintiff has made statement of said account to defendants and made due and repeated demands for payment therefor but defendants have refused, failed and neglected to make such payment or remedy their breaches.

AS AND FOR THE COMPLAINT OF
METROPOLITAN SEAS TRANSPORT CORP.

25. This is a cause of admiralty and maritime jurisdiction, as hereinafter more fully appears, and an admiralty and maritime claim within the meaning of rule 9(h) of the Federal Rules of Civil Procedure.

26. At all times material hereto plaintiff METROPOLITAN SEAS TRANSPORT CORP. was and is a corporation organized and existing under and by virtue of the laws of the Republic of Liberia with a registered office at 80 Broad Street, Monrovia, Liberia and is the former owner of the S/T METHONI.

27. At all times material hereto National Shipping & Trading Corporation of 9 West 57th Street, New York, New York was and is the agent of plaintiff METROPOLITAN SEAS TRANSPORT CORP.

28. At all times material hereto defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA

(PERTAMINA) were Indonesian corporations, said defendants having offices and agency representations at 866 United Nations Plaza, New York, New York.

29. At past times material hereto the S/T METHONI, a motor tanker of some 52,312 deadweight tons, was on time charter to defendants for a period of 60 months under a certain time charter party dated September 23, 1968, a copy of which time charter party, with addenda, is annexed hereto as Exhibit "4" and made an integral part hereof.

30. From the time of delivery of the said vessel on December 7, 1969 under the time charter party until its completion on December 20, 1974, plaintiff METROPOLITAN SEAS TRANSPORT CORP. did and performed all things required of it under said time charter party but defendants have refused, failed and neglected to perform certain obligations on their part, specifically, to pay time charter hire and other amounts owed to owner when and as due.

31. On account of the said breaches by defendants of the time charter party there is now due and owing to the plaintiff the amount, as near as can now be determined, of \$468,332.61, together with accrued interest thereon.

32. Plaintiff has made statement of said account to defendants and made due and repeated demands for payment therefor but defendants have refused, failed and neglected to make such payment or remedy their breaches.

WHEREFORE, plaintiffs state:

33. As a direct consequence of the breaches of the said time charter parties by the defendants, plaintiffs have suffered and will continue to suffer damages in the aggregate amount of at least \$7,397,091.22 together with interest thereon. Other expenses recoverable under the said time charter parties, including legal expenses, have been and are reasonably expected to be incurred by plaintiffs in amounts presently unknown and leave to amend to state the exact amounts due and said other amounts when known is hereby requested.

34. Plaintiffs bring these actions in aid of their rights under title 9 U.S.C. §8 to obtain security for their claims against defendants, which claims are subject to arbitration under the time charter parties, and plaintiffs expressly reserve all their rights to have the subject matter of this complaint submitted to arbitration.

35. Plaintiffs invoke the original jurisdiction of this Court under Title 9, U.S.C. §§ 201 et seq and request that the Court direct the parties to arbitration in accordance with the terms of their several arbitration agreements contained in the charter parties referred to herein.

WHEREFORE, plaintiffs pray:

36. That process in due form of law according to the practice of this Court in cases of admiralty and maritime

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Amended Verified Complaint

jurisdiction, issue against defendants citing them to appear and answer, all and singular, the matters aforesaid.

37. That these actions be stayed pending arbitration.

38. That, following arbitration, the Court order, adjudge and decree that defendants pay plaintiffs the damages suffered by plaintiffs, together with interest thereon, legal expenses and plaintiffs' costs and disbursements.

39. That plaintiffs have such other and further relief as to this Court may seem just and equitable in the premises.

HILL, BETTS & NASH
Attorneys for Plaintiffs

Dated: New York, New York
December 11, 1975

By _____
A Member of the Firm
Suite 5215
One World Trade Center
New York, New York 10048
(212) 466-4900

(Verified)

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EXHIBIT 1--TIME CHARTER PARTY, NOVEMBER 2, 1973
ANNEXED TO AMENDED VERIFIED COMPLAINT

Mantinia

November 2nd, 1973

FIXTURE MEMO # 314 A

VESSEL - TO BE NAMED (80/135,00 DWT)

VOYAGE # 1

By authority of METROPOLITAN WORLD TANKER CORP. OF LIBERIA, we have time chartered a VESSEL TO BE NAMED as follows :

DWT: 08-135,000 DWT

KNOTS: about 15 knots in moderate weather

CONSUMPTION: average consumption about 85 tons of IFO 1500 seconds plus 3 LT diesel

PERIOD: 120 fully paid calendar months

DELIVERY:: a safe port PG/Singapore/Japan Range

LAYDAYS: September 1st, 1976 - December 31st, 1978

HIRE: U.S. \$ 3.96 per ton on vessel's deadweight monthly plus daily operation cost of U.S. \$ 3,270 (see clause 52)

REDELIVERY: Area and port to be mutually agreed

CHARTER FORM: STANDIME

BROKERS: Tankers International Navigation Corp. (Mr. S. Davids)

COMMISSION: 2 1/2% to Tankers International Navigation Corp.

CHARTERERS: PERTAMINA

CARGO: Crude oil and/or dirty petroleum products max. heat about 135°F

NOTE: This fixture to be kept confidential

As per Addendum No. 2, dated December 11th, 1974, the M/T MANTINIA has been nominated to perform under this charter party.
Vessel to be delivered at a safe port Japan June/August 1975

Vienna, December 11th, 1974

ADDENDUM NUMBER TWO

TO

TIME CHARTER PARTY DATED TOKYO, NOVEMBER 2nd, 1973

BETWEEN METROPOLITAN WORLD TANKER CORP. OF LIBERIA, as Owners,
and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA),
as Charterers.

It is this day mutually agreed and understood that Hitachi Shipbuilding and Engineering Co. Ltd. Hull Number 4414 is nominated to perform under above captioned charter party.

Specifications of the performing vessel are as follows:

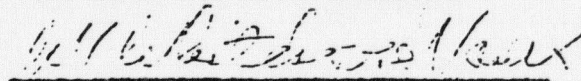
Deadweight: about 129,400 tons	GRT - about 61,171	NRT - about 46,332
Speed - about 14.5 knots	Consumption - about 83 long tons of IFO 1500 seconds	
Class - highest ABS	plus 2.5 long tons Diesel Oil	
Draft - (summer) about 55' 2 1/2"	LOA - 975'	
Flag - Greek, to be named M/T MANTINIA		

Vessel shall be delivered at a safe port Japan June/August 1975.


All other terms, conditions and exceptions to the above charter party to remain in full force and effect.

Witness to Signature of:

Lt. Gen. Dr. H. Ibnu Sutowo



PERUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA)

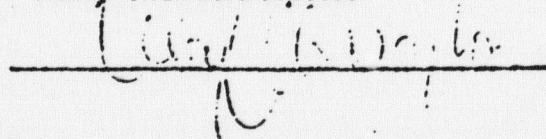

Lt. Gen. Dr. H. Ibnu Sutowo

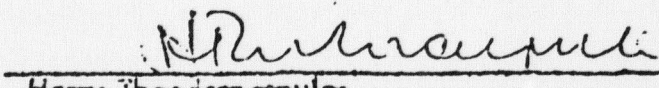
President Director

METROPOLITAN WORLD TANKER CORP.

Witness to Signature of:

Harry Theodoropoulos




Harry Theodoropoulos
Attorney in Fact

July 22, 1974

ADDENDUM NUMBER ONE

TO

TIME CHARTER PARTY DATED TOKYO, NOVEMBER 2, 1973

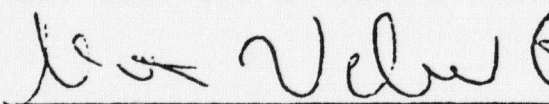
B E T W E E N METROPOLITAN WORLD TANKER CORP. OF LIBERIA, and
PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).

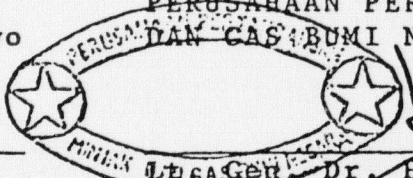
It is this day mutually agreed that Owners may now deliver and Charterers will accept a suitable vessel, the description of which being in compliance with the Preamble and Clause 1 of this Time Charter, and hire shall then commence at any time after May 1, 1975, at Owners option.

With reference to Clause 50 Owners will nominate the performing vessel and advise approximate delivery dates and place by April 1, 1975. At that time Owners will also furnish Charterers with exact specification of the vessel which will perform.

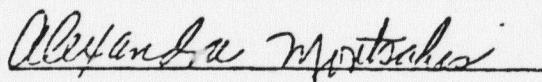
All other terms and conditions of this Time Charter Party to remain unaltered and in full force and effect.

Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo

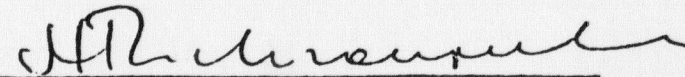


PERUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA)

Dr. H. Ibnu Sutowo
Direktur Utama

Witness to Signature of:
Harry Theodoracopulos



METROPOLITAN WORLD TANKER CORP.


Harry Theodoracopulos
Attorney In Fact

ESBO INTERNATIONAL INC.
NEW YORK, N. Y.CODE WORD FOR THIS CHARTER PARTY:
STANDIME★ ★
(REVISED JULY 18, 1955)

TANKER TIME CHARTER PARTY

Tokyo, November 2nd 1973

IT IS THIS DAY MUTUALLY AGREED between METROPOLITAN WORLD TANKER CORP. OF LIBERIA

Owner ~~NEWBUILDING~~ (hereinafter called "Owner") of the good NEWBUILDING ~~Steam/Motor Tank Vessel~~ built by or to be built ~~the~~ prior to December 31st, 1978, called the To Be Named ~~equivalent~~ of tons net register, classed highest BUREAU VERITAS or equivalent and to be so maintained during the currency of this Charter, fitted with engines of Nominal, 20,000 Brake, Shaft, or Indicated H.P. as certified by Classification Society and capable of maintaining under normal working conditions an average sea speed of about 15 knots in moderate weather when fully laden, on an average consumption of about 85 tons (of 2,240 lbs.) of about 15 Standard Diesel or similar grade Standard Grade "C" equivalent oil-fuel per 24 hours, ~~being not less than 13 1/2 inch diameter and with sufficient area to have at least one square foot of heater coils per 500 ft. of volume, the vessel being so constructed and equipped on delivery under this~~ Charter, with regulations ~~not existing as to permit her to transit the Panama Canal with grade products in accordance with Panama Canal Navigation Regulations, Supplement No. 6, and Suez Canal with Crude Petroleum and its products in bulk and~~ able of discharging in the aggregate about 6000 tons (of 2,240 lbs.) per hour, and equipped with wireless telegraph to comply with existing International Regulations and to allow the vessel to communicate with land stations, and fitted throughout in all main and summer tanks or center and wing tanks and bunker compartments with heating coils of not less than 1 1/2 inch diameter and with sufficient area to have at least one square foot of heater coils per 500 ft. of volume, the vessel being so constructed and equipped on delivery under this

PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA)

CHARTERER, as follows:

DEAD-
WEIGHT

1. The Owner hereby declares that the Vessel can carry about 80/135,000 tons (of 2,240 lbs.) total deadweight (as certified by Classification Society) of cargo, bunkers, water and stores on assigned summer mean draft of ft. in salt water, corresponding to a load line summer freeboard of ft. in under present International Load Line Regulations, and that her load line is marked and so placed as to admit of her being safely loaded to such draft, and that the Vessel has a total capacity for bulk cargo, after deduction of 2% for expansion, of cubic feet in main and summer tanks or center and wing tanks, exclusive of permanent bunkers, which have a capacity, after deduction of 2% for expansion, of tons (of 40 cubic feet) oil fuel.

PERIOD

2. The Owner hereby lets, and the Charterer hereby hires, the Vessel as herein described for the term of 120 fully consecutive calendar months, the Charterer having the option of continuing the Charter for a further period of months' written notice thereof previous to expiration of the first named term, by giving the Owner

DELIVERY

commence when written notice from the Master has been given to the Charterer or its Agents during office hours that the Vessel is at its disposal at a safe port PG/Singapore/Japan Range -- in such ready accessible dock, wharf or place where the can always safely lie afloat, as Charterer or its Agents may direct, the Vessel being then ready with holds and cargo tanks clear and clean, and in every way fitted for the service and the carriage of crude oil and/or dirty petroleum products max. heat about 135°F. and being on delivery tight, staunch and strong, after having been drydocked and painted at Owner's expense, and with full complement of Master, Officers and Crew for a vessel of her size and character, and due diligence to be exercised to maintain her in such state during the currency of this Charter; to be employed in any part of the World, trading between safe ports in such lawful trades as Charterer or its Agents may direct, subject to Institute Warranties and Clauses, as per copy attached hereto, but including Quebec and Montreal, Canada, between May 15 and November 15, and including Baltic Sea ports not North of Stockholm but including Helsingfors and Abo, Finland, upon payment by Charterer of any additional insurance premiums required by the Vessel's underwriters for Baltic Sea trading; the Vessel not to trade to or from Antarctic Ocean, North American Lakes, Iceland, Greenland, Japanese possessions North of 45°N, South Georgia or South Shetland; but notwithstanding these trading restrictions, Charterer shall be entitled to send the vessel around Cape Horn at any time of the year.

TRADE

Marine and
War Risks

HIRE

3. The Charterer shall pay for the use of the Vessel hire at the rate of U.S. Dollars Three and ninety-six cents (U.S. \$3.96) per ton on Vessel's deadweight as per Clause 1 (one) per calendar month, payment to be made in advance monthly plus daily operation cost of U.S. \$3,270 (see Cl. 52) by check without discount, less any disbursements or advances made to the Master or Owner's Agents. Hire shall commence from time of delivery of the Vessel as aforesaid and shall continue until the time of her redelivery to the Owner (unless lost). If hire is to be paid by check, such hire shall be payable in United States dollars converted at the current rate of exchange at which checks on London can be purchased from New York Banks. Any hire paid in advance and not earned shall be returned to the Charterer.

COMMENCE-
MENT OF
HIRE

4. In default of punctual and regular payment as herein specified, the Owner shall have the faculty of withdrawing the Vessel from the service of the Charterer, without prejudice to any claim it (the Owner) may otherwise have on the Charterer in pursuance of this Charter.
5. Hire shall not commence before September 1st, 1976 unless with Charterer's consent, and the Charterer shall have liberty to cancel this Charter should Vessel not be ready in accordance with the provisions hereof before Dec. 31, 1978, said option of cancellation to be declared not later than the day of the Vessel's readiness.

ADJUST-
MENT OF
HIRE

6. The deadweight, bulk cargo cubic capacity, pumping capacity, speed and fuel consumption of the Vessel, as stipulated in this Charter, are representations by the Owner. Should actual performance of the Vessel show any failure to satisfy one or more of such representations the hire shall be equitably decreased so as to indemnify the Charterer to the extent of such failure, this Charter otherwise to remain unaffected.

REDELIVERY

7. Should the Vessel be on her voyage towards the port of redelivery at the time a payment of hire becomes due, said payment shall be made for such length of time as the Owner or its Agents and the Charterer or its Agents may agree upon as the estimated time necessary to complete the voyage, less disbursements arranged by Charterer for Owner's account, and less estimated value of fuel in bunkers at the termination of the voyage, and when the Vessel is redelivered to Owner any difference shall be refunded to or paid by the Charterer as the case may require.

OFF-HIRE

8. In the event of loss of time from deficiency of men or stores, breakdown of machinery, interference by Authorities, collision, stranding, fire or other accident or damage to the Vessel, not caused by the fault of the Charterer, preventing the working of the Vessel for more than twenty-four consecutive hours, or in the event of loss of time from breach of orders or neglect of duty by the Master, Officers or Crew, or

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	from deviation for the purpose of landing any injured or ill person on board other than any who may be carried at Charterer's request, payment of hire shall cease for all time lost until the Vessel is again in an efficient state to resume her service and has regained a point of progress equivalent to that when the hire ceased hereunder, cost of fuel consumed while the Vessel is off hire hereunder, as well as all port charges, pilotages and other expenses incurred during such period and consequent upon the putting in to any port or place other than to which the Vessel is bound, shall be borne by the Owner, but should the Vessel be delayed or driven into port or to anchor by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. If upon the voyage the speed of the vessel be reduced, or her fuel consumption increased, by breakdown, casualty, or inefficiency of Master, Officers or Crew, so as to cause a delay of more than twenty-four hours or an excess consumption of more than one day's fuel, hire for the time lost and cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice or time spent in quarantine shall be for Charterer's account, except delay in quarantine resulting from the Master, Officers or Crew having communications with the shore as an infected port, where the Charterer has given the Master adequate written notice of the infection, which shall be for Owner's account, as shall also be any loss of time through detention by authorities as a result of charges of smuggling or of other infraction of law by the Master, Officers or Crew.	65 66 67 68 69 70 71 72 73 74 75 76
	9. The time the Vessel is off hire during the original term of this Charter or any extension thereof, pursuant to the provisions of this Charter, shall be added to the original term or the extension during which the time off occurs, if the Charterer so elects and gives the Owner written notice of such election at least 24 hours prior to the expiration of the original term or extension during which the time off occurs, but time off during the original term may not be added to any extension thereof.	77 78 79 80
LOSS OF VESSEL	10. Should the Vessel be lost or become a constructive total loss, hire shall cease on the day of her loss or constructive total loss, and if missing, from the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterer. If the Vessel is missing or off hire at the time when hire becomes payable, payment of said hire shall be suspended until safety is ascertained or the off hire period ceases.	81 82 83 84
LIENS	11. The Owner shall have an absolute lien on all cargoes and subfreights for all amounts due under this Charter, and Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned, and for the value of fuel in bunkers.	85 86
ADVANCES	12. Any moneys advanced to the Master by the Charterer or its Agents or in payment of disbursements made for Owner's account to be subject to 2 1/2% Commission and to be deductible from hire money earned or to be earned, and Charterer to have a lien on the Vessel for same.	87 88 89
DETENTION BY LEGAL ACTION	13. In the event of detention of the Vessel by Authorities at home or abroad in consequence of legal action against the Vessel or Owner whereby the Vessel is rendered unavailable for Charterer's service for a period of 30 days, unless brought about by the act or neglect of the Charterer, the Charterer, by prompt written notice, shall have the election to cancel this Charter or to suspend same until the service can again be resumed, without prejudice to any right of claim for damage which the Charterer may have in the premises. Payment of hire to cease during time the Vessel may be out of Charterer's service by the cause mentioned in this clause, unless the time out is less than 24 hours in which event there is to be no interruption in hire payments.	90 91 92 93 94 95
DRY-DOCKING	14. The Owner agrees to drydock and paint the Vessel's bottom about every nine months but not more than twelve months, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time thereof shall be for Charterer's account if drydocking the vessel is for the purpose of cleaning and painting bottom only, and for Owner's account if drydocking is for the purpose of effecting any repairs as well as cleaning and painting bottom. Incidental towages, pilotages, fuel, water and all other expenses of drydocking and painting shall be for Owner's account. In case of drydocking pursuant to this clause at a port where the Vessel loads, discharges or bunkers under Charterer's orders, hire shall be suspended from the time Vessel receives free pratique on arrival, if in ballast, or on completion of discharge of cargo, if she arrives loaded, until Vessel is again ready for service. In case Charterer sends the Vessel to a port for drydocking only, hire shall be suspended from the time of Vessel's arrival at the sea buoy inbound until her departure from the sea buoy outbound, and all port charges incurred and fuel and water consumed between these times are to be for Owner's account, including Agency fee, the Owner having the privilege of appointing its own agents at such port.	96 97 98 99 100 101 102 103 104 105 106
OWNER TO PROVIDE	15. The Owner shall provide and pay for all provisions, deck and engine room stores, galley and cabin stores and galley and crew fuel, and insurance on the Vessel; wages of the Master, Officers and Crew; consular fees pertaining to the Master, Officers and Crew; all fresh water used by the Vessel, if consumption and other payments for heating, lighting, etc.	107 108 109
CHARTERER TO PROVIDE	16. The Charterer (except during the period when the Vessel is off hire) shall provide and pay for all fuel except for galley and crew use pilotage, towage, Canal dues, pilotage, consular fees, except those pertaining to Master, Officers and Crew, tugs necessary for assisting the Vessel in, about and out of port for the purpose of carrying out this Charter, agencies, commissions, expenses of loading and unloading cargoes, and all other charges whatsoever except those herein stated as payable by the Owner. The Owner shall, however, reimburse the Charterer for any fuel used or any expenses incurred in making a general average sacrifice or expenditure, and for any fuel or water consumed during drydocking or repair of the Vessel.	110 111 112 113 114 115 116
Charterer paying Owner for overtime of officers and crew, whilst working cargo lumpsum \$1000 monthly	17. The Charterer shall accept and pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, upon commencement of hire, and the Owner shall pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, on the expiry of this Charter at current market prices of the ports where the hire begins and ends respectively, or at current market prices at the nearest recognized port where they may be secured. Maximum Bunker Fuel Oil on delivery and redelivery to be as on board.	117 118 119 120 121
DUTIES OF THE MASTER	18. The Master shall prosecute his voyages with the utmost despatch and shall render all reasonable assistance with the Vessel's Crew and equipment in connection with cargo and crew to be at Charterer's expense when incurred at request of Charterer or its Agents.	122 123
	19. The Master, although appointed by the Owner, shall be under the orders and direction of the Charterer as regards employment of the Vessel, Agencies, or other arrangements.	124 125
	20. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, or Officers, the Owner shall, on receiving particulars of the complaint, investigate it, and if necessary make a change in the appointments.	126 127
	21. The Master shall be furnished by the Charterer, from time to time, with all requisite instructions and sailing directions, and both he and the Engineers shall keep full and correct logs of the voyages, which are to be patent to the Charterer and its Agents, and abstracts of which are to be sent to the Charterer from each port of call.	128 129 130
BILLS OF LADING	22. Bills of Lading are to be signed at any rate of freight the Charterer or its Agents may direct, without prejudice to this Charter, the Master attending daily, if required, at the offices of the Charterer or its Agents, to do so. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Master, Charterer or its Agents signing Bills of Lading or other Documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its Agents, or from complying with its or its Agent's orders.	131 132 133 134 135
USE OF VESSEL	23. The whole reach and burthen of the Vessel (but not more than she can reasonably stow and safely carry) shall be at the Charterer's disposal, reserving proper and sufficient space for Vessel's Officers, Crew, Master's cabin, tackle, apparel, furniture, fuel, provisions and stores.	136 137
	24. The Charterer shall have the option of shipping lawful merchandise in cases and/or cans and/or other packages in the Vessel's fore-cabin, tween decks and/or other suitable space available, subject, however, to the Master's approval as to kind and character, amount and stowage. All charges for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer.	138 139 140
EQUIP-MENT	25. The Charterer, subject to the Owner's approval, shall be at liberty to fit any additional pumps and/or gear for loading or discharging cargo it may require beyond what is on board at the commencement of the Charter, and to make the necessary connections with steam or water pipes, such work to be done at its expense, and such pumps and/or gear so fitted to be considered its property, and the Charterer shall be at liberty to remove it at its expense and in its time during or at the expiry of this Charter; the Vessel to be left in her original condition to the Owner's satisfaction.	141 142 143 144 145
CONDITIONS OF TANKS	26. If conditions in Charterer at the inception of this Charter, the Vessel's tanks, when and for the transportation of such products, such as refined petroleum or naphtha, the Vessel is to be delivered to the Owner in the condition of this Charter in like condition. Similarly, if her tanks are used when delivered to Charterer the Vessel may be redelivered to the Owner with tanks in the condition.	146 147 148

Exhibit 1 Annexed to Amended Verified Complaint

PREVIOUS CARGOES	27. The last two successive cargoes carried, or to be carried, by the Vessel immediately preceding her entering upon this Charter, consisted, of crude and/or dirty petroleum products. If delivery from Builders yard vessel will have no previous cargoes carried.	159 160 161
SAFE BERTH	28. The cargo or cargoes shall be laden and discharged in any dock, or at any wharf or place that the Charterer or its Agents may direct where the Vessel can always safely lie afloat, or at any safe tidal berth where the Vessel may have to lie aground as usual and customary for tank vessels of like tonnage and draft.	162 163 164
DAMAGE TO, OR CLAIMS ON CARGO	29. The Owner guarantees that the Vessel is constructed and equipped to carry, without admixture, at least two qualities or descriptions of oil; but subject to this, neither the Owner nor the Vessel shall be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.	165 166 167 168 169
INJURIOUS CARGO	30. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, nor any voyage to be undertaken or goods or cargoes loaded that would involve risk of seizure, capture or penalty by Rulers or Governments, (it being understood that Esso, Esso Extra, Ethyl Gasoline, Benzol, Cresmate, Molasses, and the various Vegetable Oils customarily carried in tank vessels, are not to be considered as injurious). Charterer undertakes in case it employs the Vessel to carry any other cargo than oil to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo.	160 161 162 163 164
VOLATILE CARGOES	31. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100° F.) in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current A.S.T.M. Method (Reid) D-323. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115° F.) (closed cup) A.S.T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.	165 166 167 168 169
NEGLIGENCE OF PILOTS, ETC.	32. The Charterer shall not be held responsible for losses sustained by the Owner or the Vessel through the negligence of pilots, tugboats, or stevedores, although engaged by the Charterer.	170 171
CLEANING BOILERS, ETC.	33. The Owner shall be allowed not exceeding - 48 - hours on hire to clean boilers or open up pistons and overhaul machinery every - three - months, if this work cannot be done during loading and discharging of cargo or while ballasting or simultaneously with drydocking or repairing or while waiting for berth or cargo. This time is not cumulative.	172 173 174
HOUSE FLAG	34. The Charterer shall be allowed to fly its house flag and to paint the Vessel's funnel with its own colors, if desired, but at Charterer's expense.	175 176
LAWS	35. This Charter shall, so far as possible, be governed by the laws of the flag of the Vessel, except in cases of general average, which shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by these rules, according to the laws and usages at the port of New York. If a General Average statement is required, it shall be prepared at such port or place in the United States as selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer, who shall attend to the settlement and the collection of file General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or owner and/or consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared. Should the Vessel put into a port of distress or be under average, she is to be consigned to the Owner's Agents, paying them the usual charges and commissions.	177 178 179 180 181 182 183 184 185 186
JASON CLAUSE	36. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner or Chartered Owner of Vessels by any statute or rule of law for the time being in force.	187 188
EXCEPTIONS	37. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.	189 190 191 192 193 194 195 196
SALVAGE	38. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage arising or resulting from: accident, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or owner, shipper or consignee of the cargo, their Agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of the seas; act of public enemies, pirates or assaulting thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. This clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this Charter.	197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212
WAR CLAUSES	39. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and Crew's share, legal expenses, hire of Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.	213 214 215
LAY-UP	40. No contraband of war shall be shipped, but Petroleum and/or its products shall not be deemed contraband of war for the purpose of this clause unless shipped or intended to be shipped to or intended for a country involved in war; nor shall the Vessel be required to enter any port that is in a state of blockade, or where hostilities are in progress, or any war zone, or zone deemed a danger zone in consequence of the existence of war, or actual hostilities, without the consent of the Owner, and if such consent be given then the Charterer will pay the cost of insuring the Vessel against all war risks in an amount equal to the value under her ordinary policy business .	216 217 218 219 220
DAMAGES	41. In the event of the existence of war, or actual hostilities and the continuance of this Charter, the Charterer shall assume the proved additional cost of wages and insurance properly incurred in connection with the Master, Officers and Crew as a consequence of such war or actual hostilities.	221 222 223
	42. Should the Vessel be requisitioned by any Government or Governmental Authority during the period of this Charter, she shall be off hire hereunder during the period of such requisition, and any hire or other compensation paid in respect of such requisition shall be for the Owner's account. The time the Vessel is on any such requisition shall count as part of the period provided in Clause 2 of this Charter.	224 225 226
	43. The Charterer shall have the option of laying up the Vessel for all or any portion (exceeding 30 days) of the charter period, in which case hire hereunder shall continue to be paid, but there shall be credited against such hire the whole amount which the Owner shall save (or reasonably should save) during such period of lay-up through reduction in expenses, less any extra expenses to which the Owner is put as a result of such lay-up. Should the Charterer, having exercised the option granted hereunder, desire the Vessel again to be put into service, the Owner will, upon receipt of written notice from the Charterer to such effect, immediately take steps to restore the Vessel to service as promptly as possible. The option granted to the Charterer hereunder may be exercised one or more times during the currency of this Charter or any extension thereof. Any reactivation expenses, however, to be for Charterers account.	227 228 229 230 231 232 233 234
	44. Damages for breach of this Charter shall include all provable damages, and all costs and attorney fees incurred in any action or proceeding hereunder.	235 236

or London
in Owners
option

[Handwritten signature]

Exhibit 1 Annexed to Amended Verified Complaint

DEMISE
CLAUSE
PARAMOUNT

BOTH TO
BLAME
CLAUSE

COMMIS-
SION

ARBI-
TRATION

in Owners option

Clauses 50 through
56 inclusive as
attached to be fully
incorporated herein

45. Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer. 237.
46. All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further. 238
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47. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact. 242
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48. ~~2 1/2~~ per cent commission shall be due by the Vessel and her Owner on all hire as paid under this Charter to TANKERS INTERNATIONAL NAVIGATION CORPORATION 249
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49. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of LONDON/NEW YORK pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person, with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises. 251
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- IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CHARTER TO BE EXECUTED IN DUPLICATE THE DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.

WITNESS TO SIGNATURE OF
Lt. Gen. Dr. H. Ibnu Sutowo

WITNESS TO SIGNATURE OF
Harry Theodoracopulos

PERUSAHAAN PERTAMBANGAN MINJAK DA
GAS BUMI NEGARA (PERTAMINA)

Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama

METROPOLITAN WORLD TANKER CORP.

Harry Theodoracopulos
Attorney In Fact

RIDER TO TIME CHARTER PARTY DATED November 2nd, 1973 M/T

CLAUSE 50

Owner will nominate performing vessel under this Time Charter Party and will narrow approximate delivery laydays by August 1976. At that time, Owner will also furnish Charterer with exact specifications of vessel which will perform.

CLAUSE 51

Charterers have the option of subletting or assigning this Time Charter Party to any company or individual but Charterer shall always remain responsible for the due fulfillment of this Time Charter Party in all its terms and conditions.

CLAUSE 52

The Owner, in accordance with Clause 3, will invoice the Charterer monthly for payment of U. S. \$ 3,270.00 per diem. The Owner will also invoice and the Charterer agrees to pay for any amount in excess of U. S. \$ 3,270.00 per day resulting from any increase in crew wages, overtime and benefits and for any amount of premium the Owner shall be required to pay for all vessel's insurances including Loss of Earnings Insurance over and above the first U. S. \$ 300,000.00 per annum.

The amount of U. S. \$ 3,270.00 includes :

- a) Crew wages, overtime and other benefits to Officers and crew as shown in a crew list to be submitted by the Owner to Charterer at the time of delivery of the vessel under this Time Charter Party.
- b) The first U. S. \$ 300,000.00 towards the vessel's total annual insurance premiums.

CLAUSE 53

It is understood that Owner will enter vessel into Tonalop, Owner paying all charges.

CLAUSE 54

Owners have the right to substitute a similar vessel at a similar place cooperating with Charterers to insure minimum disruption in their services.

CLAUSE 55

If necessary, the vessel shall be furnished by Charterers with suitable ground tackle and sufficient mooring lines to safely moor at sea loading and discharging terminals and with adequate equipment for handling submarine hose at such installations.

CLAUSE 56

New Jason Clause, New Both To Blame Collision Clause, Chamber of Shipping War Risk Cl. nos. 1, 2 and 3 as attached, are deemed to be considered part of this Time Charter Party and are to be incorporated in all bills of lading issued hereunder which shall also contain either U.S. Clause Paramount or Canadian Clause Paramount.

D. NG

EXHIBIT 2--TIME CHARTER PARTY, SEPTEMBER 23, 1971
ANNEXED TO AMENDED VERIFIED COMPLAINT

MESOLOG

October 6th, 1971

ADDENDUM NUMBER ONE

TO

TIME CHARTER PARTY DATED PARIS, SEPTEMBER 23rd, 1971

BETWEEN METROPOLITAN OCEAN CARRIERS, CORP., OF LIBERIA,
METROPOLITAN MARINE TRANSPORT, CORP., OF LIBERIA, As Owners, and P. N.
PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA) as Charterers.

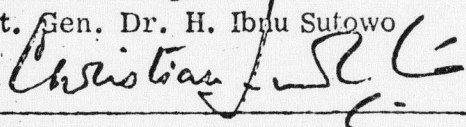
It is hereby agreed that METROPOLITAN OCEAN CARRIERS CORP., named in this Charter Party as Owners, shall be substituted by METROPOLITAN MARINE TRANSPORT, CORP. of Liberia and that the said METROPOLITAN MARINE TRANSPORT CORP. shall perform and assume this Charter Party as Owners thereof.

METROPOLITAN MARINE TRANSPORT, CORP. further nominate the HITACHI SHIPBUILDING AND ENGINEERING, CO. LTD., New Building Hull No. 4399 as the vessel to perform under this Charter Party.

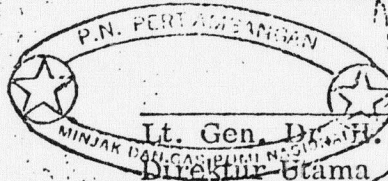
All other terms, conditions and exceptions to the above Time Charter Party to remain in full force and effect.

Witness to signature of :

Lt. Gen. Dr. H. Ibnu Sutowo



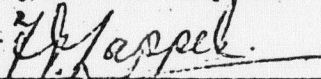
P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)




Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama

Witness to signature of :

Harry Theodoracopulos

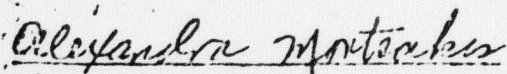


METROPOLITAN OCEAN CARRIERS CORP.


Harry Theodoracopulos, Attorney In Fact

Witness to signature of :

Thomas A. Spears



METROPOLITAN MARINE TRANSPORT, CORP.

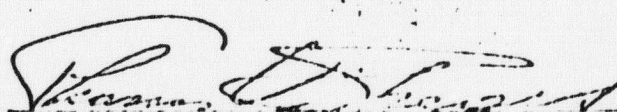

Thomas A. Spears, Attorney In Fact

Exhibit 2 Annexed to Amended Verified Complaint

METROPOLITAN OCEAN CARRIERS CORPORATION, LIBERIA
AND
METROPOLITAN MARINE TRANSPORT CORPORATION, LIBERIA

October 8, 1971

Tankers International Navigation Corporation
866 United Nations Plaza
New York, New York 10017

Gentlemen:

Re: Time Charter Party dated Paris, September 23, 1971
and Addendum No. 1 dated October 6, 1971

We hereby irrevocably agree that you have the right to withhold 2% (Two percent) commission each month from the hire payable by you on behalf of P. N. Pertamina Minjak Dan Gas Bumi Nasional (P. N. Pertamina) Indonesia, as per Clause 48, under the above Charter.

Witness to Signature of:

Alexandra Montalvo

METROPOLITAN OCEAN CARRIERS CORP.,

W. H. Brown
Attorney In Fact

Witness To Signature of:

Alexandra Montalvo

METROPOLITAN MARINE TRANSPORT CORP.,

Robert H. Brown
Attorney In Fact

April 4, 1973

ADDENDUM NUMBER TWO

TO

HIRE PURCHASE CHARTER PARTY DATED PARIS, SEPTEMBER 23rd, 1971

AND

ADDENDUM NO. 1 DATED OCTOBER 6th, 1971

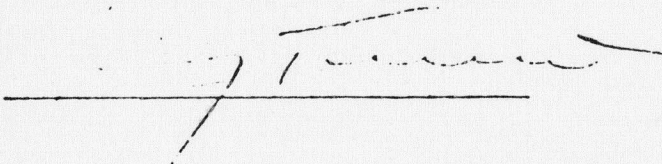
B E T W E E N METROPOLITAN MARINE TRANSPORT, CORP., OF LIBERIA,
as Owners, and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL
(P. N. PERTAMINA), as Charterers:

P. N. Pertambangan Minjak Dan Gas Bumi Nasional (P. N. PERTAMINA) is
now PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).

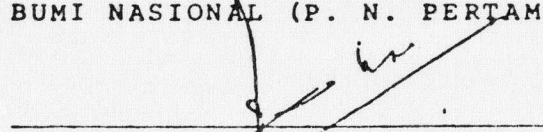
It is furthermore agreed that hire under Clause 3 of this Hire Purchase
Timecharter shall be changed to read: "THREE DOLLARS AND SIXTY-SEVEN
CENTS U. S. Currency (\$3.67)".

All other terms and conditions of this Hire Purchase Charter Party
and Addendum No. 1 to remain unaltered and in full effect.

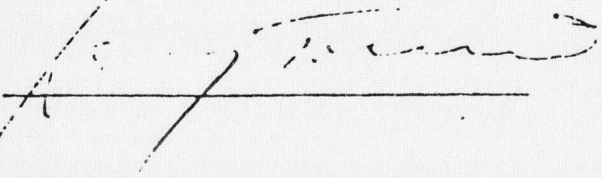
Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo



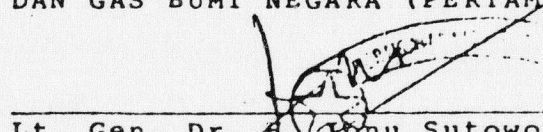
P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)


Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama

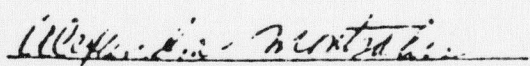
Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo




PERUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA)


Lt. Gen. Dr. H. Ibnu Sutowo
President Director

Witness to Signature of:



METROPOLITAN MARINE TRANSPORT, CORP.


Attorney In Fact

4399

May 23, 1974

ADDENDUM NUMBER THREE

TO

HIRE PURCHASE CHARTER PARTY DATED PARIS, SEPTEMBER 23rd, 1971

AND

ADDENDUM NUMBER ONE DATED OCTOBER 6th, 1971

AND

ADDENDUM NUMBER TWO DATED APRIL 4th, 1973

BETWEEN METROPOLITAN MARINE TRANSPORT CORP., OF LIBERIA, as Owners, and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA), as Charterers.

It is this day mutually agreed and understood that Hitachi Shipbuilding and Engineering Co. Ltd. Hull Number 4399 has now been named "MESOLOGI" and that, furthermore, vessel's exact specifications are:

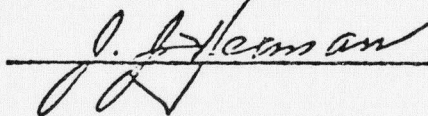
Deadweight: 128,303 tons - GRT: 61,171.57 - NRT: 46,332 -
 Flag: Greek - Speed: about 14.5 knots - Consumption: about 83 long tons
 of IFO 1500 seconds plus 2.5 long tons Diesel Oil
 Class: ABS - Draft (Summer): 55' 2 1/2" - LOA: 875' - Call Sign: SVCO

It is furthermore hereby mutually agreed that vessel shall be delivered at a safe port in INDONESIA, such delivery to be not later than June 30th, 1975.

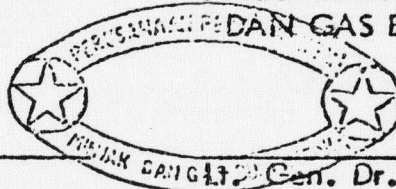
All other terms, conditions and exceptions to the above Hire Purchase Charter Party to remain in full force and effect.

Witness to Signature of:

Lt. Gen. Dr. H. Ibnu Sutowo



PERUSAHAAN PERTAMBANGAN MINJAK
 DAN GAS BUMI NEGARA (PERTAMINA)

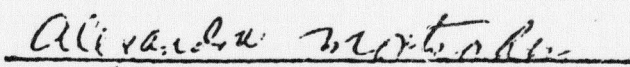


Gen. Dr. H. Ibnu Sutowo
 President Director

METROPOLITAN MARINE TRANSPORT CORP

Witness to Signature of:

Harry Theodoracopulos



Harry Theodoracopulos
 Attorney In Fact

Exhibit 2 Annexed to Amended Verified Complaint

and destruction for the purpose of landing, injury to or death of persons on board other than any who may be carried at Charterer's request, payment of hire shall cease for all time lost until the Vessel is again in an efficient state to resume her service and has regained a point of progress equivalent to that when the hire ceased hereunder; cost of fuel consumed while the Vessel is off hire hereunder, as well as all port charges, pilotages and other expenses incurred during such period and consequent upon the putting in to any port or place other than in which the Vessel is bound, shall be borne by the Owner; but should the Vessel be delayed or driven into port or place other than in which the Vessel is bound, through accident to or other consideration for her cargo, such delay, departure, or loss of time shall be for Charterer's account. If upon the voyage the speed of the vessel be reduced, or her fuel consumption increased, by breakdown, casualty, or inefficiency of Master, Officers or Crew, so as to cause a delay of more than twenty-four hours or an excess consumption of more than one day's fuel, hire for the time lost or cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice or time spent in quarantine shall be for Charterer's account, except delay in quarantine resulting from the Master, Officers or Crew having communications with the shore at an infected port, where the Charterer has given the Master adequate written notice of the infection, which shall be for Owner's account, as shall also be any loss of time through detention by authorities as a result of charges of smuggling or of other infraction of law by the Master, Officers or Crew.

9. The time the Vessel is off hire during the original term of this Charter or any extension thereof, pursuant to the provisions of this Charter, shall be added to the original term or the extension during which the time off occurs, if the Charterer so elects and gives the Owner written notice of such election at least 30 days prior to expiry of the original term or extension during which the time off occurs, but time off during the original term may not be added to any extension thereof.

10. Should the Vessel be lost or become a constructive total loss, hire shall cease on the day of her loss or constructive total loss, and if missing, from the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterer. If the Vessel is missing or off hire at the time when hire becomes payable, payment of said hire shall be suspended until safety is ascertained or the off-hire period ceases.

11. The Owner shall have an absolute lien on all cargoes and subfreights for all amounts due under this Charter, and Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned, and for the value of fuel in bunkers.

12. Any moneys advanced to the Master by the Charterer or its Agents or in payment of disbursements made for Owner's account to be subject to 2½% Commission and to be deductible from hire money earned or to be earned, and Charterer to have a lien on the Vessel for same.

13. In the event of detention of the Vessel by Authorities at home or abroad in consequence of legal action against the Vessel or Owner whereby the Vessel is rendered unavailable for Charterer's service for a period of 30 days, unless brought about by the act or neglect of the Charterer, the Charterer, by prompt written notice, shall have the election to cancel this Charter or to suspend same until the service can again be resumed, without prejudice to any right of claim for damage which the Charterer may have in the premises. Payment of hire to cease during time the Vessel may be out of Charterer's service by the cause mentioned in this clause, unless the time out is less than 24 hours in which event there is to be no interruption in hire payments.

14. The Owner agrees to drydock and paint the Vessel's bottom about every nine but not more than twelve months, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time thereof shall be for the Charterer's account if drydocking the vessel is for the purpose of cleaning and painting bottom only, and for Owner's account if drydocking is for the purpose of effecting any repairs as well as cleaning and painting bottom. Incidental towages, pilotages, fuel, water and all other expenses of drydocking and painting shall be for Owner's account. In case of drydocking pursuant to this clause at a port where the Vessel loads, discharges or bunkers, Charterer's orders, hire shall be suspended from the time the Vessel becomes free of port dues until her arrival at a port for drydocking and painting. In case Charterer sends the Vessel to a port for drydocking and painting, hire shall be suspended from the time of Vessel's arrival at the port until her departure from the port, and all port charges incurred and all port charges incurred and fuel and water consumed between these times are to be for Owner's account, including Agency fee, the Owner having the privilege of appointing its own agents at such port.

15. Charterer shall provide and pay for all provisions, fuel and engine room stores, galley and cabin stores and fire and crew fuel, and insurance on the Vessel, wages of the Master, Officers and Crew; consular fees pertaining to the Master, Officers and Crew, and all repairs to the Vessel, to the motorship, and also to the per month for heating quarters, etc.

16. The Charterer shall advance to Owner monthly all funds required for the operation of the Vessel. The Charterer (except during the period when the Vessel is off hire) shall provide and pay for all fuel except for galley and crew as provided in Clause 15, and all fresh water if the Vessel is a steamer. The Charterer shall also pay for all port charges, light dues, dock dues, Panama and other Canal dues, pilotage, consular fees, except those pertaining to Master, Officers and Crew, tugs necessary for assisting the Vessel in, about and out of port, for the purpose of carrying out this Charter, agencies, commissions, expenses of loading and unloading cargoes, and all other charges whatsoever except those herein stated as payable by the Owner. The Owner shall, however, reimburse the Charterer for any fuel used or any expenses incurred in making a general average sacrifice or expenditure, and for any fuel or water consumed during drydocking or repair of the Vessel.

17. The Charterer shall accept and pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, upon commencement of hire, and the Owner shall pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, on the expiry of this Charter at current market prices of the ports where the hire begins and ends respectively, or at current market prices at the nearest recognized port where they may be secured.

Maximum Bunker Fuel Oil on delivery and redelivery to be by mutual agreement.

18. The Master shall provide for the voyage with the Master, Officers and Crew, and shall render all reasonable assistance with the Vessel's Crew and equipment, overtime of Officers and Crew to be at Charterer's expense when incurred at request of Charterer or its Agents.

19. The Master, although appointed by the Owner, shall be under the orders and direction of the Charterer as regards employment of the Vessel, Agencies, or other arrangements.

20. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, or Officers, the Owner shall, on receiving particulars of the complaint, investigate it, and if necessary make a change in the appointments.

21. The Master shall be furnished by the Charterer, from time to time, with all requisite instructions and sailing directions, and both he and the Engineers shall keep full and correct logs of the voyages, which are to be patent to the Charterer and its Agents, and abstracts of which are to be sent to the Charterer from each port of call.

22. Bills of Lading are to be signed at any rate of freight the Charterer or its Agents may direct, without prejudice to this Charter, the Master attending daily, if required, at the offices of the Charterer or its Agents, to do so. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Master, Charterer or its Agents signing Bills of Lading or other Documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its Agents, or from complying with its or its Agents' orders.

23. The whole reach and burden of the Vessel (but not more than she can reasonably stow and safely carry) shall be at the Charterer's disposal, reserving proper and sufficient space for Vessel's Officers, Crew, Master's cabin, tackle, apparel, furniture, fuel, provisions and stores.

24. The Charterer shall have the option of shipping lawful merchandise in cases and/or cans and/or other packages in the Vessel's forehold, tween decks and/or other suitable space available, subject, however, to the Master's approval as to kind and character, amount and stowage. All charges for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer.

25. The Charterer, subject to the Owner's approval, shall be at liberty to fit any additional pumps and/or gear for loading or discharging cargo it may require beyond what is on board at the commencement of the Charter, and to make the necessary connections with steam or water pipes, such work to be done at its expense, and such pumps and/or gear so fitted to be considered its property, and the Charterer shall be at liberty to remove it at its expense and in its time during or at the expiry of this Charter, the Vessel to be left in her original condition to the Owner's satisfaction.

26. At no delivery to Charterer at the inception of this Charter, the Vessel's tanks are clean and fit for the transportation of clean products, such as refined petroleum or naphtha. The Vessel is to be redelivered to the Owner at the expiry of this Charter in like condition. Similarly, if her tanks are soiled when delivered to Charterer the Vessel may be redelivered to the Owner with tanks in like condition.

LOSS OF VESSEL

LIENS

ADVANCES

DETENTION OF LEGAL ACTION

DRY-DOCKING

CHARTERER PROVIDE

CHARTERER TO PROVIDE

Charterer paying Owner for overtime of officers and crew whilst working cargo a monthly lump sum of eight hundred and fifty dollars (\$850.00) and any

LUMPS OF THIS MASTER

BILLS OF LADING

USE OF VESSEL

EQUIPMENT

CONDITIONS OF TANKS

Exhibit 2 Annexed to Amended Verified Complaint

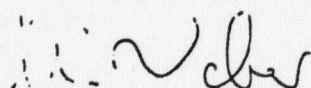
PREVIOUS CARGOES	27. The last two successive cargoes carried or to be carried by this Vessel immediately preceding her entering upon this Charter contract shall consist of The Vessel is a newbuilding. No escalation on building cost.	149 150 151
SAFE BERTH	28. The cargo or cargoes shall be laden and discharged in any dock, or at any wharf or place that the Charterer or its Agents may direct where the Vessel can always safely lie afloat, or at any safe tidal berth where the Vessel may have to lie aground as usual and customary for tank vessels of like tonnage and draft.	152 153 154
DAMAGES TO OR CLAIMS ON CARGO	29. The Owner guarantees that the Vessel is constructed and equipped to carry, without admixture, at least two qualities or descriptions of oil, but subject to this, neither the Owner nor the Vessel shall be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.	155 156 157 158 159
INJURIOUS CARGO	30. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, nor any voyage to be undertaken or goods or cargoes loaded that would involve risk of seizure, capture or penalty by Rulers or Governments, (it being understood that Esso, Esso Extra, Ethyl Gasoline, Benzol, Cresolite, Molasses, and the various Vegetable Oils customarily carried in tank vessels, are not to be considered as injurious). Charterer undertakes in case it employs the Vessel to carry any other cargo than oil to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo.	160 161 162 163 164
VOLATILE CARGOES	31. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F) in excess of thirteen and one-half pounds (13.5 lbs) as determined by the current A.S.T.M. Method (Reid) D-323. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115°F) (closed cup) A.S.T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.	165 166 167 168 169
NEGLECTANCE OF PILOTS, ETC.	32. The Charterer shall not be held responsible for losses sustained by the Owner or the Vessel through the negligence of pilots, tugboats, or stevedores, although engaged by the Charterer.	170 171
CLEANING BOILERS, ETC.	33. The Owner shall be allowed not exceeding _____ hours on hire to clean boilers or open up pistons and overhaul machinery every _____ months, if this work cannot be done during loading and discharging of cargo or while ballasting or simultaneously with docking or repairing, or while waiting for berth or cargo. This time is not cumulative.	172 173 174
HOUSE FLAG	34. The Charterer shall be allowed to fly its house flag and to paint the Vessel's funnel with its own colors, if desired, but at Charterer's expense.	175 176
LAWY or London in Owners' option	35. This Charter shall, so far as possible, be governed by the laws of the flag of the Vessel, except in cases of general average, which shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by these rules, according to the laws and usages of the port of New York. If a General Average statement is required, it shall be prepared at such port or place in the United States as selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer, who shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or owner and/or consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared. Should the Vessel put into a port of distress or be under average, she is to be consigned to the Owner's Agents, paying them the usual charges and commissions.	177 178 179 180 181 182 183 184 185 186
JASON CLAUSE	36. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner or Chartered Owner of Vessels by any statute or rule of law for the time being in force.	187 188
EXCEPTIONS	37. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.	189 190 191 192 193 194 195 196
	38. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage arising or resulting from: any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or owner, shipper or consignee of the cargo, their Agents or representatives, insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied, or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of the seas; act of public enemies, pirates or assailing thieves, arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. This clause is not to be construed as in anyway affecting the provisions for cessation of hire as provided in this Charter.	197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212
SALVAGE	39. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and Crew's share, legal expenses, hire of Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.	213 214 215
WAR CLAUSES	40. No contraband of war shall be shipped, but Petroleum and/or its products shall not be deemed contraband of war for the purpose of this clause unless shipped or intended to be shipped to or intended for a country involved in war; nor shall the Vessel be required to enter any port that is in a state of blockade, or where hostilities are in progress, or any war zone, or zone deemed a danger zone in consequence of the existence of war, or actual hostilities, without the consent of the Owner, and if such consent be given then the Charterer will pay the cost of insuring the Vessel against all war risks in an amount equal to the value under her ordinary policy but not exceeding \$	216 217 218 219 220
	41. In the event of the existence of war, or actual hostilities and the continuance of this Charter, the Charterer shall assume the proved additional cost of wages and insurance properly incurred in connection with the Master, Officers and Crew as a consequence of such war or actual hostilities.	221 222 223
	42. Should the Vessel be requisitioned by any Government or Governmental Authority during the period of this Charter, she shall be off hire hereunder during the period of such requisition, and any hire or other compensation paid in respect of such requisition shall be for the Owner's account. The time the Vessel is on any such requisition shall count as part of the period provided in Clause 2 of this Charter.	224 225 226
LAY-UP	43. The Charterer shall have the option of laying up the Vessel for all or any portion (exceeding 30 days) of the charter period, in which case hire hereunder shall continue to be paid, but there shall be credited against such hire the whole amount which the Owner shall save (or reasonably should save) during such period of lay-up through reduction in expenses, less any extra expenses to which the Owner is put as a result of such lay-up.	227 228 229 230
	Should the Charterer, having exercised the option granted hereunder, desire the Vessel again to be put into service, the Owner will, upon receipt of written notice from the Charterer to such effect, immediately take steps to restore the Vessel to service as promptly as possible. The option granted to the Charterer hereunder may be exercised one or more times during the currency of this Charter or any extension thereof. Any reactivation expenses, however, to be for Charterers' account.	231 232 233 234
DAMAGES	44. Damages for breach of this Charter shall include all provable damages, and all costs and attorney fees incurred in any action or proceeding hereunder.	235 236

Exhibit 2 Annexed to Amended Verified Complaint

DEMISE	45. Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer.	237
CLAUSE PARAMOUNT	46. All bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further.	238 239 240 241
BOTH TO BLAME CLAUSE	47. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.	242 243 244 245 246 247 248
COMMISSION	48. TWO per cent commission shall be due by the Vessel and her Owner on all hire as paid under this Charter to TANKERS INTERNATIONAL NAVIGATION CORPORATION	249 250
ARBITRATION	49. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of LONDON/NEW YORK pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person, with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.	251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267
Clauses 50 through 55 are deemed incorporated in this agreement.	IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CHARTER TO BE EXECUTED IN DUPLICATE THE DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.	268 269

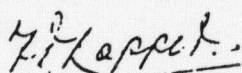
WITNESS TO SIGNATURE OF

Lt. Gen. Dr. H. Ibnu Sutowo



WITNESS TO SIGNATURE OF

Secretary in fact.


P. N. PERTAMANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)Lt. Gen. Dr. H. Ibnu
Direktur Utama

METROPOLITAN OCEAN CARRIERS CORP.

Authorized Signature *Secretary in fact.*

50. WAR RISKS INSURANCE AND CREW WAR BONUS - It is understood and agreed that Charterer will pay the additional cost of any War Risks Insurance premiums on Vessel and/or crew's war bonuses.

51. Additional Clauses (Tankers) 1952, 1, 2, and 3, and British Institute Warranting Limits as per copies attached hereto to be made a part of this Charter Party.

52. Sublet: Charterers have the option of subletting or assigned this Charter to any individual or Company, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

53. If necessary, the Vessel shall be furnished by Charterers with suitable ground tackle and sufficient mooring lines to safely moor at sea loading and discharging terminals and with adequate equipment for handling submarine hose at such installations.

54. Charterer may place officers and engineers on board this Vessel for training purposes at any time convenient and mutually agreed to by both parties. Such trainees shall sign on as members of the crew under the Vessel's articles.

55. It is mutually agreed that P. N. Pertamina are entitled in the event of total loss or constructive total loss to recover 1/120th of net proceeds from maximum insured value of \$35 million which maximum insurance coverage Owners agree to be for Charterers account and premiums are payable by Charterers. Owners agree to reimburse Charterers from the net proceeds 1/120th part for each month or part of a month that the Tanker has been on hire until the total of 120 months are fully paid in accordance with the terms of this Charter Party. The Owner shall insure the Vessel for the maximum insurable value in accordance with instructions of Charterer, however, the insured value shall in no event be in excess of \$35 million. The above referenced reimbursement to the Charterer is applicable in the event of total loss or total constructive loss.

RIDER TO CHARTER PARTY DATED PARIS, SEPTEMBER 23, 1971

METROPOLITAN OCEAN CARRIERS CORP., LIBERIA, or its assignee hereby undertakes, upon termination of the subject Charter after 120th fully paid consecutive month, to transfer title to the Charterers of this Newbuilding Vessel as described in the preamble of the Charter. Upon delivery to the Charterers under this Rider the Vessel shall be in class with A.B.S. or equivalent Classification Society free of all mortgages, liens, and encumbrances, provided that Charterers have fully complied and performed all of the obligations on their part to be performed under the terms and conditions of the subject Charter.

Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo

[Handwritten signature of Lt. Gen. Dr. H. Ibnu Sutowo]

P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)

[Handwritten signature of Lt. Gen. Dr. H. Ibnu Sutowo]
Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama



Witness to Signature of:

Attorney in fact.

[Handwritten signature of H. H. Kappel]

METROPOLITAN OCEAN CARRIERS CORP.

[Handwritten signature of H. H. Kappel]
Authorized Signature

attorney in fact.

A 32

EXHIBIT 3--TIME CHARTER PARTY, MARCH 15, 1971
ANNEXED TO AMENDED VERIFIED COMPLAINT

ADDENDUM NO. 1

Paris, May 22nd, 1971

TO TIME CHARTER DATED, PARIS, MARCH 15th, 1971

Between

METROPOLITAN OCEAN CARRIERS CORP., LIBERIA, AS OWNERS

And

P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA),
AS CHARTERERS

It is mutually agreed between Owners and Charterers that Owners have the option to nominate, in due fulfillment of the above Time Charter Party, a turbine/diesel vessel, either an Obo, ore/oil or straight tanker, of about 100,000 to about 130,000 \$DW, built or to be built prior to December 31st, 1973. Delivery area, laydays and description in regard to fuel consumption per day to be as may be mutually agreed: --- --

All other terms, conditons and exceptions to the above Time Charter Party remain unaltered.

P.N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)

Witness to signature of :

HOTEL
PRINCE DE GALLES
BUREAU DU CONCIERGE
33. Av. George V

Witness to signature of :

METROPOLITAN OCEAN CARRIERS CORP.

Paris, September 22, 1971

A D D E N D U M N O . 2

TO

TIME CHARTER PARTY DATED, PARIS, MARCH 15, 1971

B E T W E E N METROPOLITAN OCEAN CARRIERS CORP., LIBERIA,
as Owners and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL
(P. N. PERTAMINA), as Charterers.

It is mutually agreed between Owners and Charterers that in
consideration of Owners having placed an order for a new
tanker in Japan in due fulfillment of this Charter Party,
Charterers will pay Owners an additional U. S. Dollars 0.12
per deadweight ton per calendar month throughout the currency
of this Charter.

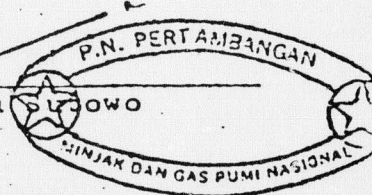
All other terms, conditions and exceptions to the above Time
Charter Party remain unaltered.

Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo

Christian J. C.

P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)

Ibn
Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama



Witness to Signature of:

Attorney in fact

H. H. Appel

METROPOLITAN OCEAN CARRIERS CORP.

H. H. Appel
Authorized Signature

Attorney in fact.

October 6th, 1971

ADDENDUM NUMBER THREE

To

TIME CHARTER PARTY DATED PARIS, MARCH 15th, 1971

AND

ADDENDUM NO. 1 DATED PARIS, MAY 22nd, 1971

AND

ADDENDUM NO. 2 DATED PARIS, SEPTEMBER 22nd, 1971

B E T W E E N METROPOLITAN OCEAN CARRIERS CORP. OF LIBERIA, METROPOLITAN NAVIGATION CORP. OF LIBERIA, as Owners, and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA) as Charterers.

It is hereby agreed that METROPOLITAN OCEAN CARRIERS CORP., named in this Charter Party as Owners, shall be substituted by METROPOLITAN NAVIGATION CORP. of Liberia and that the said METROPOLITAN NAVIGATION CORP. shall perform and assume this Charter Party as Owners thereof.

METROPOLITAN NAVIGATION CORP. further nominate the HITACHI SHIPBUILDING AND ENGINEERING CO. LTD., New Building Hull No. 4396 as the vessel to perform under this Charter Party.

All other terms, conditons and exceptions to the above Time Charter Party to remain in full force and effect.

Witness to signature of :

Lt. Gen. Dr. H. Ibnu Sutowo

Christian J. J. C.

P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)



Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama

METROPOLITAN OCEAN CARRIERS CORP.

Witness to signature of :

Harry Theodoracopulos

Harry Theodoracopulos

Harry Theodoracopulos
Harry Theodoracopulos, Attorney In Fact
METROPOLITAN NAVIGATION CORP.

Witness to signature of :

Thomas A. Spears

Alexandra Montecarlo

Thomas A. Spears
Thomas A. Spears, Attorney In Fact

✓

METROPOLITAN OCEAN CARRIERS CORP., LIBERIA
AND
METROPOLITAN NAVIGATION CORP., LIBERIA

October 8, 1971

Tankers International Navigation Corporation
366 United Nations Plaza
New York, New York 10017

Gentlemen:

Re: Time Charter Party dated Paris, March 15, 1971 and
Addendum No. 1 dated Paris, May 22, 1971 and
Addendum No. 2 dated Paris, September 22, 1971 and
Addendum No. 3 dated October 6, 1971

We hereby irrevocably agree that you have the right to withhold
2% (Two percent) commission each month from the hire payable
by you on behalf of P. N. Pertamina Minjak Dan Gas Bumi
Nasional (P. N. Pertamina) Indonesia, as per Clause 48, under
the above Charter.

Witness to Signature of:

Alexandra Montalvo

METROPOLITAN OCEAN CARRIERS CORP.,

H. Th. ...
Attorney In Fact

Witness to Signature of:

Alexandra Montalvo

METROPOLITAN NAVIGATION CORP.,

[Signature]
Attorney In Fact

April 4, 1973

ADDENDUM NUMBER FOUR

TO

HIRE PURCHASE CHARTER PARTY DATED PARIS, MARCH 15th, 1971

AND

ADDENDA NO. 1 THROUGH NO. 3

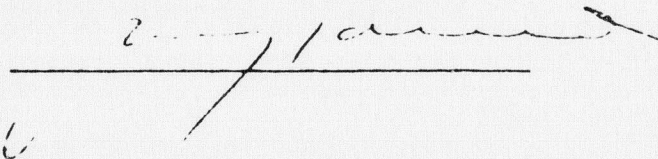
B E T W E E N METROPOLITAN NAVIGATION CORP. OF LIBERIA, as Owners,
and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA),
as Charterers:

P. N. Pertambangan Minyak Dan Gas Bumi Nasional (P. N. PERTAMINA) is
now PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).

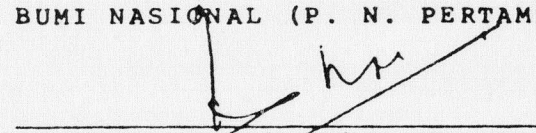
It is furthermore agreed that hire under Clause 3 of this Hire Purchase
Timecharter and Addendum No. 2 shall be changed to read in total:
"Three Dollars and Sixtyseven Cents U. S. Currency (\$3.67)".

All other terms and conditions of this Hire Purchase Charter Party and
Addenda No. 1 through No. 3 to remain unaltered and in full effect.

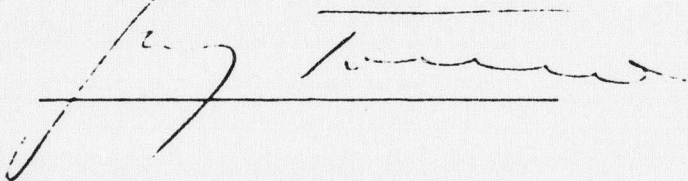
Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo



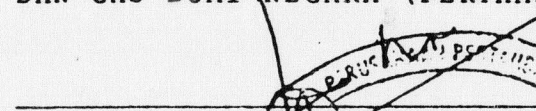
P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)


Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama

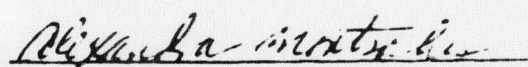
Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo




PERUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA)


Lt. Gen. Dr. H. Ibnu Sutowo
President Director

Witness to Signature of:



METROPOLITAN NAVIGATION CORP.


Attorney In Fact

November 6th, 1973

ADDENDUM NUMBER FIVE

TO

TIME CHARTER PARTY DATED PARIS, MARCH 15th, 1971

AND

ADDENDUM NO. 1 DATED PARIS, MAY 22nd, 1971

AND

ADDENDUM NO. 2 DATED PARIS, SEPTEMBER 22nd, 1971

AND

ADDENDUM NO. 3 DATED OCTOBER 6th, 1971

AND

ADDENDUM NO. 4 DATED APRIL 4th, 1973

B E T W E E N METROPOLITAN NAVIGATION CORP. OF LIBERIA, as Owners,
and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA),
as Charterers.

It is hereby mutually agreed and understood that Hitachi Shipbuilding and Engineering Co. Ltd. Newbuilding Hull No. 4396 is now named " MONEMVASIA " and that, furthermore, vessel's exact specifications are :

Deadweight: 128,366 tons - GRT : 61,171.57 - NRT : 46,332 -

Flag: Greek - Speed : about 14.5 knots - Consumption : about

83 long tons of IFO 1500 seconds plus 2.5 long tons Diesel

Oil - Class: ABS - Draft (Summer) : 55' 2 1/2" - L.O.A. : 875' -

Call Sign: SVAR

It is furthermore hereby mutually agreed that the vessel shall be delivered at a safe port in JAPAN.

All other terms, conditions and exceptions to the above Time Charter Party to remain in full force and effect.

Witness to Signature of :

Lt. Gen. Dr. H. Ibnu Sutowo

Christian J. [Signature]

PERSUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA)

Lt. Gen. Dr. H. Ibnu Sutowo

President Director

Witness to Signature of :

Harry Theodoracopulos

[Signature]

METROPOLITAN NAVIGATION CORP.

[Signature]

Attorney In Fact

METROPOLITAN NAVIGATION CORP.,
LIBERIA

George P. Kerasalis

November 21, 1973

Tankers International Navigation Corporation
866 United Nations Plaza
New York, New York 10017

Gentlemen:

H/P/C/P dated Paris, March 15, 1971 and
Addendum No. One dated Paris, May 22, 1971
Two dated Paris, September 22, 1971
Three dated October 6, 1971
Four dated April 4, 1973
Five dated November 6, 1973

"MONEMVASIA"

It is agreed that on all hire paid under this charter as per Clause 48 of subject Charter Party, for a period of ten years, the commission due and payable to Tankers International Navigation Corporation shall be increased from 2% to 2 1/2%, as stated on line 249 of said charter.

It is further agreed that Tankers International Navigation Corporation shall withhold from monthly hire payment to owners the 2 1/2% commission due them.

Very truly yours,

John H. ...

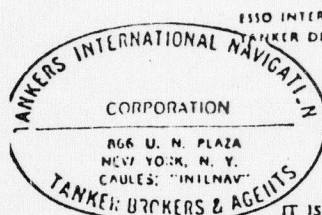
all my best

Exhibit 3 Annexed to Amended Verified Complaint

Monemvasia

Hull # 4384

ORIGINAL

TANKERS INTERNATIONAL, INC.
TANKER DEPARTMENT

CODE WORD FOR THIS CHARTER PARTY:

STANDIME

★ ★

(REVISED JULY 15, 1955)

TANKER TIME CHARTER PARTY

(as revised by special terms)

PARIS, 15th March 1971

IT IS THIS DAY MUTUALLY AGREED between

METROPOLITAN OCEAN CARRIERS CORP. LIBERIA

Owner/Chartered Owner (hereinafter called "Owner") of the good
built by not earlier than 1973

oil/hulk ore carrier

Steam/Totor/Tank/Vessel built by or to be

called the

DESCRIPTION
OF VESSEL

of tons net register, classed AUS and to be so maintained during

the currency of this Charter, fitted with engines of Nominal, 20,000 Brake, Shaft, or

Indicated H.P. as certified by Classification Society and capable of maintaining under normal working conditions an average sea speed

of about 14 knots in moderate weather when fully laden, on an average consumption of 75 tons (of 2,240 lbs.)

11VF 1500" plus Standard Diesel or similar grade/Standard Grade or equivalent oil-fuel per 24 hours, boilers being now fitted to burn efficiently liquid

24 diesel oil/fuel of "A.P.I. Gravity and "Penky-Martin Closed Cup Flash Point or better, and provided with cargo pumps cap-

able of discharging in the aggregate about tons (of 2,240 lbs.) per hour, and equipped with wireless telegraph to comply with

existing International Regulations and to allow the vessel to communicate with land stations, and fitted throughout in all main and summer

tanks or center and wing tanks and bunker compartments with heating coils of not less than 1 1/2 inch diameter and with sufficient area to

have at least one square foot of heater coils per 150 cu. ft. of volume, the vessel being so constructed and equipped on delivery under this

Charter, with regulations now existing to enable her to transit the Panama Canal with grade products in accordance

with Panama Canal Navigation Regulations, Supplement No. 6 and Suez Canal with Crude Petroleum and for its products to bulk, and

P. N. PERTAMANGAN MINJAK DAN GAS BUNI NASIONAL CHARTERER, as follows:

DEADWEIGHT

1. The Owner hereby declares that the Vessel can carry about 110,000 tons (of 2,240 lbs.) total weight (as certified by

Classification Society) or cargo, bunkers, water and stores on assigned summer mean draft of abt. 4 1/2 to 16.0m. in salt water, cor-

responding to a load line summer freeboard of ft. In under present International Load Line Regulations, and that her

load line is marked and so placed as to admit of her being safely loaded to such draft, and that the Vessel has a total capacity for bulk

cargo, after deduction of 2% for expansion, of cubic feet in main and summer tanks or center and wing tanks, exclusive of

permanent bunkers, which have a capacity, after deduction of 2% for expansion, of tons (of 40 cubic feet) oil fuel.

PERIOD

The Owner hereby lets, and the Charterer hereby hires, the Vessel as herein described for the term of about 120 fully paid

consecutive calendar months, the Charterer having the option of continuing the Charter for a further period of

by giving the Owner month's written notice thereof previous to expiration of the first named term; Hire to

commence when written notice from the Master has been given to the Charterer or its Agents during office hours that the Vessel is at its

DELIVERY

disposal at builders yard, Split, Yugoslavia in such ready accessible dock, wharf or

place where she can always safely lie afloat, as Charterer or its Agents may direct, the Vessel being then ready with holds and cargo tanks

clear and clean, and in every way fitted for service and the carriage of Crude Oil and/or Dirty Petroleum Products, max.

and being on delivery tight, staunch and strong, after having been drydocked and painted at Owner's expense, and with pipe lines, pumps

and heater coils in good working condition, so far as the same can be obtained by the exercise of due diligence, and with full complement of

Master, Officers and Crew for a vessel of her size and character, and due diligence to be exercised to maintain her in such state during the

currency of this Charter; to be employed in any part of the World, trading between safe ports in such lawful trades as Charterer or its Agents

may direct, subject to Institute Warranties and Clauses, as per copy attached hereto, but including Quebec and Montreal, Canada, between

May 15 and November 15, and including Baltic Sea ports not north of Stockholm but including Helsinki and Abo, Finland, upon payment

by Charterer of any additional insurance premiums required by the Vessel's underwriters for Baltic Sea trading; the Vessel not to trade to or

from Antarctic Ocean, North American Lake, Iceland, Greenland, Japanese possessions North of 4° N., South Georgia or South Shetland;

but notwithstanding these trading restrictions, Charterer shall be entitled to send the vessel around Cape Horn at any time of the year.

HIRE

3. The Charterer shall pay for the use of the Vessel hire at the rate of Three Dollars and Twenty-five Cents

U.S. Currency (\$3.25) per ton on Vessel's deadweight as per Clause 1 (one) per calendar month, payment to be made in advance semi-monthly

plus daily operation cost payable monthly in advance, by check without discount, less any

disbursements or advances made to the Master or Owner's Agents. Hire shall commence from time of delivery of the Vessel as aforesaid

and shall continue until the hour of her redelivery to the Owner (unless lost) at for 120 consecutive calendar

TRADE

months, unless lost. If hire is in British Sterling and payable elsewhere than London, such hire shall be payable in United States

dollars converted at the current rate of exchange at which checks on London can be purchased from New York Banks. Any time paid in

advance and not earned shall be returned to the Charterer.

COMMENCEMENT
OF HIRE

4. In default of punctual and regular payment as herein specified, the Owner shall have the faculty of withdrawing the Vessel from the

service of the Charterer, without prejudice to any claim it (the Owner) may otherwise have on the Charterer in pursuance of this Charter.

5. It is understood that builders contract calls for delivery of the vessel by April 1973

Charterer shall have liberty to cancel this Charter should Vessel not be ready in accordance with the provisions hereof before August

31, 1973, said option of cancellation to be declared not later than the day of the Vessel's readiness.

ADJUSTMENT
OF HIRE

6. The deadweight, bulk cargo cubic capacity, pumping capacity, speed and fuel consumption of the Vessel, as stipulated in this Charter,

are representations by the Owner. Should actual performance of the Vessel show any failure to satisfy one or more of such representations

the hire shall be equitably decreased so as to indemnify the Charterer to the extent of such failure, this Charter otherwise to remain

unaffected.

REDDELIVERY

7. Should the Vessel be on her voyage towards the port of redelivery at the time a payment of hire becomes due, said payment shall be

made for such length of time as the Owner or its Agents and the Charterer or its Agents may agree upon as the estimated time necessary to

complete the voyage, less disbursements arranged by Charterer for Owner's account, and less sum of value of fuel and bunkers to the ex-

termination of the voyage, and when the Vessel is redelivered to Owner any difference shall be refunded to or paid by the Charterer or the

may acquire.

OFF-HIRE

8. In the event of loss of time from deficiency of men or stores, breakdown of machinery, interference by Authorities or collision or stranding,

fire or other accident or damage to the Vessel, not caused by the fault of the Charterer, preventing the vessel from being put to sea for more than

twenty-four consecutive hours, or in the event of loss of time from breach of orders or neglect of duty by the Master, Officer or Crew, or

Time to run continuously, Charterers shall not have the right to place the

Vessel off hire for any reason.

Exhibit 3 Annexed to Amended Verified Complaint

from deviation for the purpose of landing any injured or ill person on board other than any who may be earned at Charterer's request, payment of hire shall cease for all time lost until the Vessel is again in an efficient state to resume her service and has regained a point of progress equivalent to that when the hire ceased hereunder; cost of fuel consumed while the Vessel is off hire hereunder, as well as all port charges, pilotages and other expenses incurred during such period and consequent upon the putting in to any port or place other than to which the Vessel is bound, shall be borne by the Owner; but should the Vessel be delayed or driven into port or to anchorage by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. If upon the voyage the speed of the vessel be reduced, or her fuel consumption increased, by breakdown, casualty, or inefficiency of Master, Officers or Crew, so as to cause a delay of more than twenty-four hours or an excess consumption of more than one day's fuel, hire for the time lost and cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice or time spent in quarantine shall be for Charterer's account, except delay in quarantine resulting from the Master, Officers or Crew having communications with the shore at an infected port, where the Charterer has given the Master adequate written notice of the infection, which shall be for Owner's account, as shall also be any loss of time through detention by authorities as a result of charges of smuggling or of other infraction of law by the Master, Officers or Crew.

9. The time the Vessel is off hire during the original term of this Charter or any extension thereof, pursuant to the provisions of this Charter shall be added to the original term or the extension during which the time off occurs, if the Charterer so elects and gives the Owner written notice of such election at least 30 days prior to expiry of the original term or extension during which the time off occurs, but time off during the original term may not be added to any extension thereof.

LOSS OF VESSEL

10. Should the Vessel be lost or become a constructive total loss, hire shall cease on the day of her loss or constructive total loss, and if missing, from the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterer. If the Vessel is missing or off hire at the time when hire becomes payable, payment of said hire shall be suspended until safety is ascertained or the off-hire period ceases.

LIENS

11. The Owner shall have an absolute lien on all cargoes and subfreights for all amounts due under this Charter, and Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned, and for the value of fuel in bunkers.

ADVANCES

12. Any moneys advanced to the Master by the Charterer or its Agents or in payment of disbursements made for Owner's account to be subject to 2% Commission and to be deductible from hire money earned or to be earned, and Charterer to have a lien on the Vessel for same.

DETENTION BY LEGAL ACTION

13. In the event of detention of the Vessel by Authorities at home or abroad in consequence of legal action against the Vessel or Owner whereby the Vessel is rendered unavailable for Charterer's service for a period of 30 days, unless brought about by the act or neglect of the Charterer, the Charterer, by prompt written notice, shall have the election to cancel this Charter or to suspend same until the service can again be resumed, without prejudice to any right of claim for damage which the Charterer may have in the premises. Payment of hire to cease during time the Vessel may be out of Charterer's service by the cause mentioned in this clause, unless the time out is less than 24 hours in which event there is to be no interruption in hire payments.

DRY-DOCKING

14. The Owner agrees to drydock and paint the Vessel's bottom about every nine but not more than twelve months, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time thereof shall be for the Charterer's account if drydocking the vessel is for the purpose of cleaning and painting bottom only, and for Owner's account if drydocking is for the purpose of effecting any repairs as well as cleaning and painting bottom. Incidental towages, pilotages, fuel, water and all other expenses of drydocking and painting shall be for Owner's account. In case of drydocking pursuant to this clause at a port where the Vessel loads, discharges or bunkers under Charterer's orders, hire shall be suspended from the time Vessel receives free pratique on arrival, if in ballast, or on completion of discharge of cargo, if she arrives loaded, until Vessel is again ready for service. In case Charterer sends the Vessel to a port for drydocking only, hire shall be suspended from the time of Vessel's arrival at the sea buoy inbound until her departure from the sea buoy outbound, and all port charges incurred and fuel and water consumed between those times are to be for Owner's account, including Agency fee, the Owner having the right of an annulment in its own stevedores at such port.

CHARTERER TO PROVIDE

15. Charterer shall provide and pay for all provisions, deck and engine room stores, galley and cabin stores and galley and crew fuel, and insurance on the Vessel, wages of the Master, Officers and Crew; consular fees pertaining to the Master, Officers and Crew, all fresh water used by the Vessel, if a motorship, and also per month for heating quarters, etc. and all repairs.

CHARTERER TO PROVIDE

16. Charterers shall advance to Owner monthly all funds required for the operation of the vessel.

Charterer paying Owner for overtime of Officers and Crew a monthly lump sum of eight hundred fifty dollars (\$850.00)

17. The Charterer shall accept and pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers; upon commencement of hire, and the Owner shall pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, on the expiry of this Charter at current market prices of the ports where the hire begins and ends respectively, or at current market prices at the nearest recognized port where they may be secured.

18. The Master shall prosecute his voyages with the utmost despatch and shall render all reasonable assistance with the Vessel's Crew and equipment overtime of Officers and Crew to be at Charterer's expense when incurred at request of Charterer or its Agents.

DUTIES OF THE MASTER

19. The Master, although appointed by the Owner, shall be under the orders and direction of the Charterer as regards employment of the Vessel, Agencies, or other arrangements.

20. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, or Officers, the Owner shall, on receiving particulars of the complaint, investigate it, and if necessary make a change in the appointments.

21. The Master shall be furnished by the Charterer, from time to time, with all requisite instructions and sailing directions, and both he and the Engineers shall keep full and correct logs of the voyages, which are to be patent to the Charterer and its Agents, and abstracts of which are to be sent to the Charterer from each port of call.

BILLS OF LADING

22. Bills of Lading are to be signed at any rate of freight the Charterer or its Agents may direct, without prejudice to this Charter, the Master attending daily, if required, at the offices of the Charterer or its Agents, to do so. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Master, Charterer or its Agents signing Bills of Lading or other Documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its Agents, or from complying with its or its Agent's orders.

USE OF VESSEL

23. The whole reach and burden of the Vessel (but not more than she can reasonably stow and safely carry) shall be at the Charterer's disposal, reserving proper and sufficient space for Vessel's Officers, Crew, Master's cabin, tackle, apparel, furniture, fuel, provisions and stores.

24. The Charterer shall have the option of shipping lawful merchandise in cases and/or cans and/or other packages in the Vessel's forehold, tween decks and/or other suitable space available, subject, however, to the Master's approval as to kind and character, amount and stowage. All charges for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer.

EQUIPMENT

25. The Charterer, subject to the Owner's approval, shall be at liberty to fit any additional pumps and/or gear for loading or discharging cargo it may require beyond what is on board at the commencement of the Charter, and to make the necessary connections with steam or water pipes, such work to be done at its expense, and such pumps and/or gear so fitted to be considered its property, and the Charterer shall be at liberty to remove it at its expense and in its time during or at the expiry of this Charter; the Vessel to be left in her original condition to the Owner's satisfaction.

CONDITIONS OF TANKS

26. If, on delivery to Charterer at the inception of this Charter, the Vessel's tanks are clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered to the Owner at the expiry of this Charter in like condition. Similarly, if her tanks are soiled when delivered to Charterer the Vessel may be redelivered to the Owner with tanks in like condition.

L. W.

Exhibit 3 Annexed to Amended Verified Complaint

PREVIOUS CARGOES	27. The last two successive cargoes carried, or to be carried, by the Vessel immediately preceding her entering upon this Charter contract, or will consist of	147 150 151
SAFE BERTH	28. The cargo or cargoes shall be laden and discharged in any dock, or at any wharf or place that the Charterer or its Agents may direct where the Vessel can always safely lie afloat, or at any safe tidal berth where the Vessel may have to be aground as usual and customary for tank vessels of like tonnage and draft.	152 153 154
DAMAGES TO OR CLAIMS ON CARGO	29. The Owner guarantees that the Vessel is constructed and equipped to carry, without admixture, at least two qualities or descriptions of oil; but subject to this, neither the Owner nor the Vessel shall be responsible for any admixture of more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from: (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.	155 156 157 158 159
INJURIOUS CARGO	30. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, nor any voyage to be undertaken or goods or cargoes loaded that would involve risk of seizure, capture or penalty by Rulers or Governments, (it being understood that Lavo, Extra Extra, Ethyl Gasoline, Benzol, Cresote, Molasses, and the various Vegetable Oils customarily carried in tank vessels, are not to be considered as injurious). Charterer undertakes in case it employs the Vessel to carry any other cargo than oil to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo.	160 161 162 163 164
VOLATILE CARGOES	31. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F.) in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current A.S.T.M. Method (Reid) D-323. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115°F.) (closed cup) A.S.T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.	165 166 167 168 169
NEGLECT OF PILOTS, ETC.	32. The Charterer shall not be held responsible for losses sustained by the Owner or the Vessel through the negligence of pilots, tugboats, or stevedores, although engaged by the Charterer.	170 171
CLEANING BOILERS, ETC.	33. The Owner shall be allowed not exceeding _____ hours on hire to clean boilers or open up pistons and overhaul machinery every _____ months, if this work cannot be done during loading and discharging of cargo or while ballasting or simultaneously with drydocking or repairing or while waiting for beach or cargo. This time is not cumulative.	172 173 174
HOUSE FLAG	34. The Charterer shall be allowed to fly its house flag and to paint the Vessel's funnel with its own colors, if desired, but at Charterer's expense.	175 176
LAW OF LONDON IN OWNER'S OPTION	35. This Charter shall, so far as possible, be governed by the laws of the flag of the Vessel, except in cases of general average, which shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by these rules, according to the laws and usages at the port of New York. If a General Average statement is required, it shall be prepared at such port or place in the United States as selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer, who shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or owner and/or consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared. Should the Vessel put into a port of distress or be under average, she is to be consigned to the Owner's Agents, paying them the usual charges and commissions.	177 178 179 180 181 182 183 184 185 186
JASON CLAUSE	36. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner or Chartered Owner of Vessels by any statute or rule of law for the time being in force.	187 188
EXCEPTIONS	37. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.	189 190 191 192 193 194 195 196
SALVAGE	38. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage arising or resulting from: any act, neglect, default or harmtry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or owner, shipper or consignee of the cargo, their Agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of the seas; act of public enemies, pirates or assaulting thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general, or riot or civil commotion. Vessel shall have liberty to end with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. This clause is not to be construed as in anyway affecting the provisions for cessation of hire as provided in this Charter.	197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212
WAR CLAUSES	39. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and Crew's share, legal expenses, hire of Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.	213 214 215
LAY-UP	40. No contraband of war shall be shipped, but Petroleum and/or its products shall not be deemed contraband of war for the purpose of this clause unless shipped or intended to be shipped to or intended for a country involved in war, nor shall the Vessel be required to enter any port that is in a state of blockade, or where hostilities are in progress, or any war zone, or zone declared a danger zone in consequence of the existence of war, or actual hostilities, without the consent of the Owner, and if such consent be given then the Charterer will pay the cost of insuring the Vessel against all war risks in an amount equal to the value under her ordinary policy but not exceeding \$_____. 41. In the event of the existence of war, or actual hostilities and the continuance of this Charter, the Charterer shall assume the proved additional cost of wages and insurance properly incurred in connection with the Master, Officers and Crew as a consequence of such war or actual hostilities. 42. Should the Vessel be requisitioned by any Government or Governmental Authority during the period of this Charter, she shall be off hire hereunder during the period of such requisition, and any hire or other compensation paid in respect of such requisition shall be for the Owner's account. The time the Vessel is on any such requisition shall count as part of the period provided in Clause 2 of this Charter.	216 217 218 219 220 221 222 223 224 225 226
DAMAGES	43. The Charterer shall have the option of laying up the Vessel for all or any portion (exceeding 30 days) of the charter period, in which case hire hereunder shall continue to be paid, but there shall be credited against such hire the whole amount which the Owner shall save (or reasonably should save) during such period of lay-up through reduction in expenses, less any extra expenses to which the Owner is put as a result of such lay-up. Should the Charterer, having exercised the option granted hereunder, desire the Vessel again to be put into service, the Owner will, upon receipt of written notice from the Charterer to such effect, immediately take steps to restore the Vessel to service as promptly as possible. This option granted to the Charterer hereunder may be exercised one or more times during the currency of this Charter or any extension thereof. Any reactivation expenses, however, to be for the Charterer's account. 44. Damages for breach of this Charter shall include all provable damages, and all costs and attorney fees incurred in any action or proceeding hereunder.	227 228 229 230 231 232 233 234 235 236

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Exhibit 3 Annexed to Amended Verified Complaint

DEMISE	43. Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer.	237
CLAUSE	46. All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1916, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further.	238 239 240 241
BOTH TO BLAME CLAUSE	47. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.	242 243 244 245 246 247 248
COMMISSION	48. TWO per cent commission shall be due by the Vessel and her Owner on all hire as paid under this Charter to TANKERS INTERNATIONAL NAVIGATION CORPORATION	249 250
ARBITRATION	49. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration at Owner's option in the City of LONDON/NEW YORK pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person, with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.	251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269

Clauses 50 through 55 are deemed incorporated in this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CHARTER TO BE EXECUTED IN DUPLICATE THIS DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.

WITNESS TO SIGNATURE OF

Dr. Ibnu Sutowo

WITNESS TO SIGNATURE OF

P. N. PERTAMIDANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA)

Lt. Gen. Dr. Ibnu Sutowo
Direktur Utama

METROPOLITAN OCEAN CARRIERS CORP.

Authorized Signature

50. WAR RISKS INSURANCE AND CREW WAR BONUS - It is understood and agreed that Charterer will pay the additional cost of any War Risks Insurance premiums on Vessel and/or crew's war bonuses.

51. Additional Clauses (Tankers) 1952, 1, 2, and 3, and British Institute Warranties Limits as per copies attached hereto to be made a part of this Charter Party,

52. Sublet: Charterers have the option of subletting or assigned this Charter to any individual or Company, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

53. If necessary, the vessel shall be furnished by Charterers with suitable ground tackle and sufficient mooring lines to safely moor at sea loading and discharging terminals and with adequate equipment for handling submarine hose at such installations.

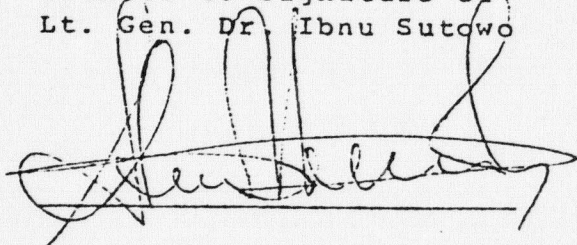
54. Charterer may place officers and engineers on board this vessel for training purposes at any time convenient and mutually agreed to by both parties. Such trainees shall sign on as members of the crew under the vessel's articles.

55. It is mutually agreed that P. N. Pertamina are entitled in the event of total loss or constructive total loss to recover 1/120th of net proceeds from maximum insured value of \$35 million which maximum insurance coverage owners agree to be for Charterers account and premiums are payable by Charterers. Owners agree to reimburse Charterers from the net proceeds 1/120th part for each month or part of a month that the Tanker has been on hire until the total of 120 months are fully paid in accordance with the terms of this Charter Party. The Owner shall insure the Vessel for the maximum insurable value in accordance with instructions of Charterer, however, the insured value shall in no event be in excess of \$35 million. The above referenced reimbursement to the Charterer is applicable in the event of total loss or total constructive loss.

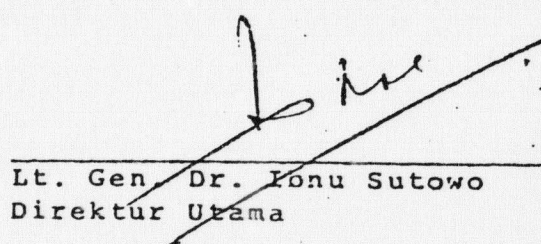
RIDER TO CHARTER PARTY DATED PARIS, 15TH MARCH, 1971

METROPOLITAN OCEAN CARRIERS CORP., LIBERIA or its assignee hereby undertakes, upon termination of the subject Charter after 120th fully paid consecutive month, to transfer title to the Charterers of the vessel as described in the preamble of the Charter. Upon delivery to the Charterers under this rider the Vessel shall be in class with A.B.S. or equivalent Classification Society free of all mortgages, liens and encumbrances, provided that Charterers have fully complied and performed all of the obligations on their part to be performed under the terms and conditions of the subject Charter.

Witness to signature of
Lt. Gen. Dr. Ibnu Sutowo



P. N. PERTAMBANGAN MINJAK DAN GAS
BUMI NASIONAL (P. N. PERTAMINA)



Lt. Gen. Dr. Ibnu Sutowo
Direktur Utama

Witness to signature



METROPOLITAN OCEAN CARRIERS CORP.



Authorized Signature

EXHIBIT 4--TIME CHARTER PARTY, SEPTEMBER 23, 1968
ANNEXED TO AMENDED VERIFIED COMPLAINT

February 13, 1974

S/T " METHONI "

ADDENDUM NUMBER SIX

TO

HIRE PURCHASE CHARTER PARTY DATED SEPTEMBER 23, 1968

AND

ADDENDUM NUMBER 1 dated November 25, 1968
ADDENDUM NUMBER 2 dated November 15, 1969
ADDENDUM NUMBER 2A dated November 15, 1969
ADDENDUM NUMBER 3 dated November 21, 1969
ADDENDUM NUMBER 4 dated December 17, 1969
ADDENDUM NUMBER 5 dated May 30, 1972

TO BE " PERMINA SAMUDRA XV "

B E T W E E N METROPOLITAN SEAS TRANSPORT CORPORATION and
PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).

It is mutually agreed that the Owner waive his right to add off hire periods to the minimum period of charter through December 7th, 1974 and in consideration thereof it is understood that :

1. The Charterer shall pay charter hire continuously during the entire remaining period of this charter, i.e. until December 7th, 1974, and shall not place the vessel off hire.
2. Charter hire for off hire periods previously incurred and totalling one hundred thirty seven (137) days will be paid to the Owners in one lumpsum at the time of delivery of the vessel.
3. Owners will refund to Charterers a reasonable pro-rata share of the savings due to non performance of the Charter after December 7th, 1974 .
4. All other terms and conditions of said Hire Purchase Charter Party to remain in full force and effect.

METROPOLITAN SEAS TRANSPORT CORPORATION

Witness to Signature of :

Harry Theodoracopulos

Harry Theodoracopulos

Witness to Signature Of :

Lt. Gen. Dr. H. Ibnu Sutowo

Lt. Gen. Dr. H. Ibnu Sutowo

Harry Theodoracopulos
Harry Theodoracopulos - Attorney in Fact
PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS
BUMI NEGARA (PERTAMINA)

Lt. Gen. Dr. H. Ibnu Sutowo
Lt. Gen. Dr. H. Ibnu Sutowo
President Director



May 30, 1972

S/T "METHONI"

ADDENDUM NUMBER FIVE

TO

HIRE PURCHASE CHARTER PARTY DATED SEPTEMBER 23, 1968

AND

ADDENDUM NUMBER ONE THROUGH NUMBER FOUR

B E T W E E N METROPOLITAN SEAS TRANSPORT CORPORATION and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA)

In consideration of Owners now agreeing to the elimination of the substitution Clause No. 52 in subject Charter Party, it is now also mutually agreed that P. N. Pertamina are now entitled in the event of total loss or constructive total loss retroactively 25/60 of net proceeds from minimum insured value of \$3.5 million which minimum insurance coverage Owners agree to maintain.

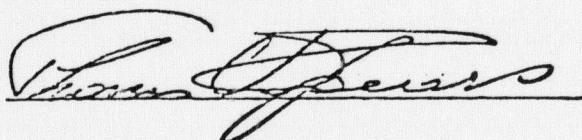
Hereafter Owners agree to reimburse Charterers from the net proceeds 1/60th for each month or part of month that the tanker has been on hire until the total of sixty (60) months are fully paid in accordance with the terms of above referenced Charter Party and addenda thereto.

In consideration of foregoing Charterers agree to reimburse Owners for insurance differentials between premiums prior to this date and premiums in effect now and those in the future for duration of Charter Party, said premium differentials to be billed by Owners and paid by Charterers on quarterly basis, the commencement date to be the date of this Addendum.

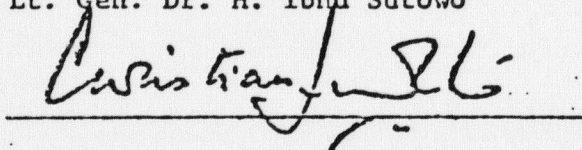
P. N. Pertambangan Minjak Dan Gas Bumi Nasional (P. N. Pertamina) is now known as PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).

All other terms and conditions of this Charter Party to remain unaltered and in effect.

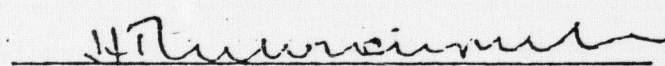
Witness to Signature of:



Witness to Signature of:
Lt. Gen. Dr. H. Ibnu Sutowo

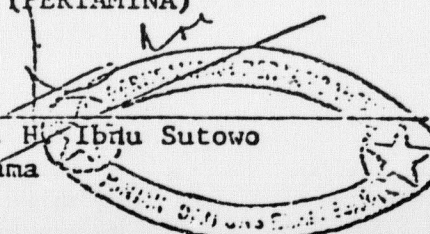


METROPOLITAN SEAS TRANSPORT CORPORATION



PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS
BUMI NEGARA (PERTAMINA)

Lt. Gen. Dr. H. Ibnu Sutowo
Direktur Utama



December 17, 1969

ADDENDUM NO. 4

TO S/T "BETHONI"

CHARTER PARTY DATED SEPTEMBER 23, 1968

AND

ADDENDUM NO. 1 DATED NOVEMBER 25, 1968

AND

ADDENDUM NO. 2 DATED NOVEMBER 15, 1969

AND

ADDENDUM NO. 3 DATED NOVEMBER 21, 1969

Between HELLENIC INTERNATIONAL SHIPPING S.A., of PANAMA and P. N. PERTAMANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA) of DJAKARTA.

DESCRIPTION:

SPEED: About 15 knots.

CONSUMPTION: About 103 tons Bunker "C" Fuel Oil

PUMPING 4 pumps at 1250 tons water per hour

CAPACITY: total: 5000 tons water per hour.

DRAFT: 42'10" - Summer salt.

All other terms and conditions to remain unchanged, the above being simply additional description to Addendum No. 2.

P. N. PERTAMANGAN MINJAK DAN GAS BUMI
NASIONAL (P. N. PERTAMINA)

HELLENIC INTERNATIONAL SHIPPING
S.A.,

Lt. Gen. Dr. Ibnu Sutomo
Direktur Utama

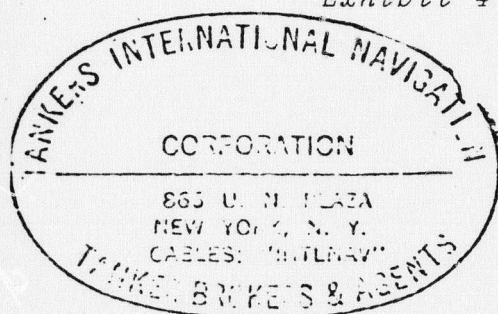
Attorney-in-Fact

Witness to Signature of:
Lt. Gen. Dr. Ibnu Sutomo
Direktur Utama

Witness to Signature of:

A 47

Exhibit 4 Annexed to Amended Verified Complaint



November 21, 1969

ADDENDUM NO. 3 ✓

TO S/T "NETHONI"

CHARTER PARTY DATED SEPTEMBER 23, 1968

AND

ADDENDUM NO. 1 DATED NOVEMBER 25, 1968

AND

ADDENDUM NO. 2 DATED NOVEMBER 15, 1969

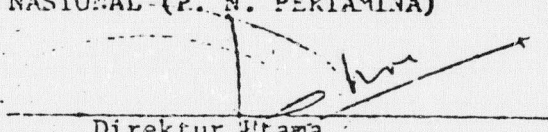
Between HELLENIC INTERNATIONAL SHIPPING S.A., of PANAMA and
P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N.
PERTAMINA) of DJAKARTA.

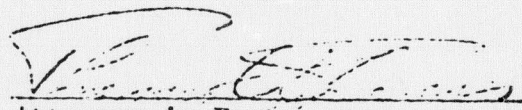
It is this day mutually agreed that notwithstanding Addendum No. 2 of Charter Party, vessel will now deliver on Hire Purchase Charter on or about December 4, 1969, whilst on passage from Ulsan/South Korea to the Persian Gulf on crossing the latitude of 33 degrees 52 minutes 57 seconds North. At the time of passing this latitude fuel oil bunkers remaining on board will be taken over at the agreed price of \$1.95, US Currency per barrel. It is further more agreed by Owners that at the time of delivery the vessel will have sufficient fuel oil on board to safely reach her Persian Gulf loading port.

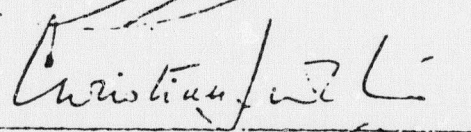
All other terms and conditions of subject Charter Party to remain in full force and effect.

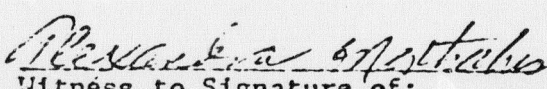
P. N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P. N. PERTAMINA)

HELLENIC INTERNATIONAL SHIPPING
S.A.


Direktur Utama


Attorney-in-Fact


Witness to Signature of:
Lt. Gen. Dr. Ibnu Sutowo
Direktur Utama


Witness to Signature of:

HELLENIC INTERNATIONAL SHIPPING S. A.
OF PANAMA

November 15, 1969

Tankers International Navigation Corporation
As Agents for P. N. PERTAMINA
866 United Nations Plaza
New York, New York 10017

Gentlemen:

Re: Charter Party dated September 23, 1968, as amended by
Addendum No. 1 dated November 25, 1968 and Addendum
No. 2 dated November 15, 1969
Performing Vessel S/T "METHONI"

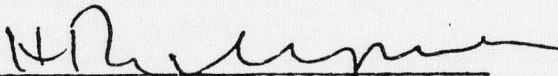
This is to authorize you to insert in the Charter Party
speed and consumption.

Speed: about 15½ knots

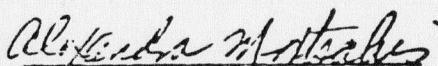
Consumption: about 102 t Bunker C Fuel Oil

Please countersign the duplicate of this letter acknowledging
that you have attended to above.

Very truly yours,
HELLENIC INTERNATIONAL SHIPPING S.A.



Attorney-in-Fact



Witness to Signature
of Attorney-in-Fact

November 15th, 1969

ADDENDUM NO. 2A

CHARTER PARTY DATED SEPTEMBER 23, 1968

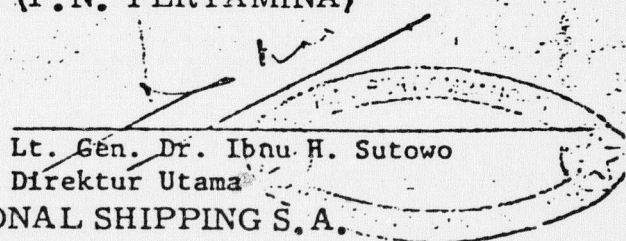
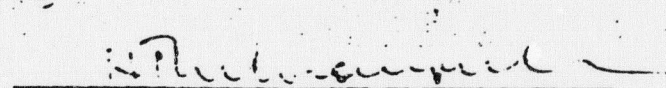
S.T. METHONI

It is hereby agreed by all parties concerned that following the nomination of the S.T. METHONI to perform under the Tanker Time Charter Party dated September 23, 1968 with addenda, Hellenic International Shipping S.A. desponent owner has assigned and transferred and by this addendum does hereby assign and transfer the subject Time Charter Party to METROPOLITAN SEAS TRANSPORT CORP., owners of the S.T. METHONI in its entirety and METROPOLITAN SEAS TRANSPORT CORP. has agreed and accepted such assignment and hereby further undertakes to perform under and pursuant to the terms and provisions of such Tanker Time Charter Party.

Furthermore it is agreed that all payments and other amounts due and payable to HELLENIC INTERNATIONAL SHIPPING S.A. shall be collected for the account of METROPOLITAN SEAS TRANSPORT CORP., owners of the S.T. METHONI and their account will be credited accordingly.

The charterers, P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) hereby agree to the above assignment and transfer and henceforth all payments under the subject Tanker Time Charter Party shall be made to METROPOLITAN SEAS TRANSPORT CORP. or HELLENIC INTERNATIONAL SHIPPING S.A. for the account of METROPOLITAN SEAS TRANSPORT CORP.

METROPOLITAN SEAS TRANSPORT CORP.

P.N. PERTAMBANGAN MINJAK
DAN GAS BUMI NASIONAL
(P.N. PERTAMINA)
Lt. Gen. Dr. Ibnu H. Sutowo
Direktur UtamaHELLENIC INTERNATIONAL SHIPPING S.A.


November 25, 1968

ADDENDUM NO. 1 (style)

C/P DATED SEPTEMBER 23, 1968

Between Hellenic International Shipping, S. A. of Panama and P. N. Pertambangan Minyak Nasional of Indonesia.

With reference to the above Charter Party, it is hereby agreed and understood that as of November 25, 1968 the style of the Charterers, P. N. Pertambangan Minyak Nasional of Indonesia, has been changed to:

P. N. Pertambangan Minyak Dan Gas Bumi Nasional
(P. N. Pertamina) Djakarta

All other terms and conditions of the above Charter Party to remain in effect.

Witness to Signature of
Thomas A. Spears

Christian J. [Signature]

Witness to Signature of
Maj. Gen. Dr. Ibnu Sutowo
Direktur Utama

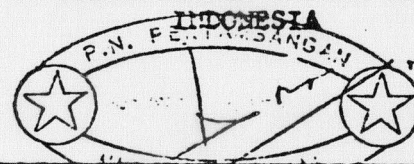
[Signature]

HELLENIC INTERNATIONAL SHIPPING, S. A.

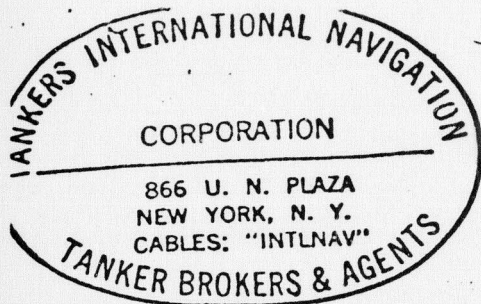
[Signature]

Attorney-in-Fact

P. N. PERTAMBANGAN MINJAK NASIONAL OF



Maj. Gen. Dr. Ibnu Sutowo
Direktur Utama



November 15, 1969

ADDENDUM NO. 2

nominate Methoni

CHARTER PARTY DATED SEPTEMBER 23, 1968

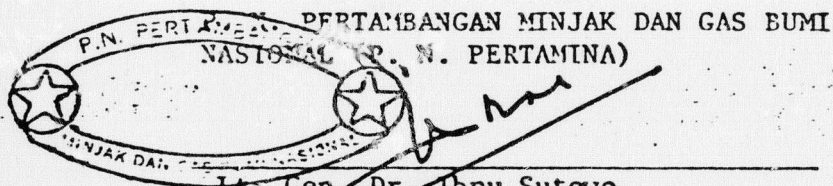
AND

ADDENDUM NO. 1 DATED NOVEMBER
25, 1968

Between HELLENIC INTERNATIONAL SHIPPING S.A., of PANAMA and P. N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P. N. PERTAMINA) of DJAKARTA.

With reference to subject Charter Party, Hellenic International Shipping S.A., Owners, hereby nominate, and Charterers accept, S/T "METHONI" of 52,312 deadweight, Panamanian Flag built 1958, 29,139 gross, 18,922 net, classed ABS, as performing vessel. Vessel to be delivered to Charterers December 1/December 20, 1969, at one safe Japanese port.

All other terms and conditions of this Charter Party to remain unchanged and in effect.



Lt. Gen. Dr. Ibnu Sutowo
Direktur Utama

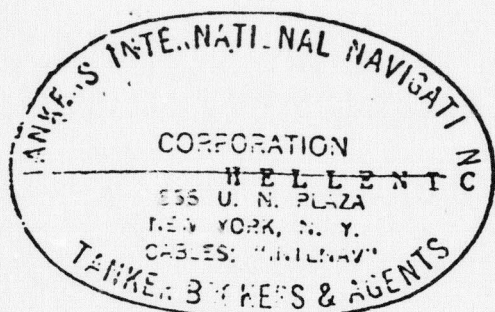
Witness to Signature of:
Lt. Gen. Dr. Ibnu Sutowo

HELLENIC SHIPPING INTERNATIONAL
S. A.,

Attorney-in-Fact

Witness to Signature of:

Exhibit 4 Annexed to Amended Verified Complaint



INTERNATIONAL SHIPPING S. A.
OF PANAMA

November 15, 1969

Tankers International Navigation Corporation
266 United Nations Plaza
New York, New York 10017

(Com)

Gentlemen:

Re: Charter Party dated September 23, 1968, as amended by
Addendum No. 1 dated November 25, 1968 and Addendum
No. 2

Performing Vessel S/T "METHONI"

With reference to Clause 48 of the above Charter Party, we
hereby acknowledge and agree that the commission stated therein
of one and one half per cent (1.1/2%) is payable to Messrs.
Tankers International Navigation Corporation.

Very truly yours,
HELLENIC INTERNATIONAL SHIPPING S.A.,

J. P. R. [Signature]
Attorney-in-Fact

Christian [Signature]
Witness to Signature of:

METROPOLITAN SEAS TRANSPORT
CORPORATION
Monrovia, Liberia

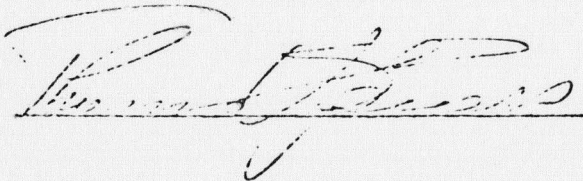
November 9, 1971

R E C E I P T

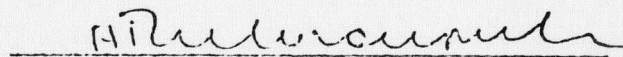
Re: S/T "METHONI" - Hire Purchase Charter Party dated 9.22.68

HELLENIC INTERNATIONAL SHIPPING S.A., have to date received in full, all hire purchase charter payments from the commencement of delivery of S/T "METHONI" on account of Owners, Metropolitan Seas Transport Corporation, and Metropolitan Seas Transport Corporation further authorize that payments are to continue to Hellenic International Shipping S.A., for Metropolitan Seas Transport Corporation's account.

METROPOLITAN SEAS TRANSPORT CORP.



HELLENIC INTERNATIONAL SHIPPING S.A.,



ESBO INTERNATIONAL INC.
NEW YORK, N. Y.

CODE WORD FOR THIS CHARTER PARTY:

STANDIME

★ ★

(REVISED JULY 15, 1968)

TANKER TIME CHARTER PARTY

September 27, 1968

IT IS THIS DAY MUTUALLY AGREED between HELLENIC INTERNATIONAL SHIPPING, S. A.

of Panama, time chartered or disponent

Owner/Charterer Owner (hereinafter called "Owner") of the good Steam/Motor Tank Vessel built by

built by _____, called the _____, and to be so maintained during

of _____, tonnage register, classed _____, and to be so maintained during

the currency of this Charter, fitted with engines of _____, Nominal _____, Shaft, or

Indicated H.P. as certified by Classification Society and capable of maintaining under normal working conditions, an average speed

of about _____ knots in moderate weather when fully laden, on an average consumption of _____ tons (of 2,240 lbs.)

Standard Diesel or similar grade/Standard Grade "C" or equivalent oil fuel per 24 hours, but being not to be so consumed in excess of

_____ tons of fuel per 24 hours, and provided with cargo pumps cap-

able of discharging in the aggregate about _____ tons (of 2,240 lbs.) per hour, and equipped with wireless telegraph to comply with

existing International Regulations and to allow the vessel to communicate with land stations, and fitted throughout in all main and summer

tanks or center and wing tanks and bunker compartments with heating coils of not less than 1 1/2 inch diameter and with sufficient area to

heat at least one square foot of heater coils per 150 cu. ft. of volume, the vessel being so constructed and equipped on delivery under this

Charter, with regulations now existing as to enable her to transit the Panama Canal with _____ products in accordance

with Panama Canal Navigation Regulations, Supplement No. 6, and Suez Canal with Crude Petroleum and/or its products in bulk, and

P.N. PERTAMANGAN MINJAK NASIONAL of Indonesia. CHARTERER, as follows:

1. The Owner hereby declares that the Vessel can carry about _____ tons (of 2,240 lbs.) total deadweight (as certified by

Classification Society) of cargo, bunkers, water and stores on assigned summer mean drafts of _____ ft. in salt water, cor-

responding to a load line summer freeboard of _____ ft. in, under present International Load Line Regulations, and that her

load line is marked and so placed as to admit of her being safely loaded in such draft, and that the Vessel has a total capacity for bulk cargo,

after deduction of 2% for expansion, of _____ cubic feet in main and summer tanks or center and wing tanks, exclusive of

permanent bunkers, which have a capacity, after deduction of 2% for expansion, of _____ tons (of 2,240 lbs.) oil fuel.

2. The Owner hereby lets, and the Charterer hereby hires, the Vessel as herein described for the term of _____ 60 months.

The Charterer hereby agrees to continue the Charter for a further period of _____ months, unless terminated by written notice

from the Charterer to the Owner, or by written notice from the Owner to the Charterer, in which case the Charter shall terminate on the date of such notice.

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of a size between
55/63,000 DWT vessel.
The performing vessel
to be fully described
by addendum
when nomina-
red.

DESCRIPTION
OF
VESSELDEAD
WEIGHT

PERIOD

DELIVERY

TRADE

carriage and
war risk.

HIRE

cents U.S.

present
and increased
future

COMMENCE-
MENT OF
HIREADJUST-
MENT OF
HIRE

REDELIVERY

OFF HIRE

The charterers shall also
pay for crew overtime a
lumpsum of \$525.00 per month.

such
trading.

termination
of this
timechart
or

See Clause
53

Exhibit 4 Annexed to Amended Verified Complaint

thereby

from deviation for the purpose of landing any injured or ill person on board other than any who may be carried at Charterer's request, payment of hire shall cease for all time until the Vessel is again in an efficient state to resume her service and has regained a point of progress equivalent to that when the hire ceased hereunder; cost of fuel consumed while the Vessel is off hire hereunder, as well as all port charges, pilotages and other expenses incurred during such period and consequent upon the putting in to any port or place other than to which the Vessel is bound, shall be borne by the Owner, but should the Vessel be delayed or driven into port or in anchorage by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. If upon the voyage the speed of the vessel be reduced, or her fuel consumption increased, by breakdown, casualty, or influence of Master, Officers or Crew, so as to cause a delay of more than twenty-four hours or an excess consumption of more than one day's fuel, hire for the time lost and cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice or time spent in quarantine shall be for Charterer's account, except delay in quarantine resulting from the Master, Officers or Crew having communications with the shore at an infected port, where the Charterer has given the Master adequate written notice of the infection, which shall be for Owner's account, as shall also be any loss of time through detention by authorities as a result of charges of smuggling or of other infraction of law by the Master, Officers or Crew.

9. The time the Vessel is off hire during the original term of this Charter or any extension thereof, pursuant to the provisions of this Charter, shall be added to the original term or the extension during which the time off occurs, if the Charterer writes and gives the Owner written notice of such extension at least 30 days prior to expiry of the original term or extension during which the time off occurs, but time off during the original term may not be added to an extension thereof.

LOSS OF VESSEL

10. Should the Vessel be lost or become a constructive total loss, hire shall cease on the day of her loss or constructive total loss, and if missing, from the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterer. If the Vessel is missing or off hire at the time when hire becomes payable, payment of said hire shall be suspended until safety is ascertained or the off hire period ceases. Owner, however, shall have the option to substitute the lost vessel with a similar sized vessel to perform the balance of the charter.

LIENS

11. The Owner shall have an absolute lien on all cargoes and subfreights for all amounts due under this Charter, and Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned, and for the value of fuel in bunkers.

ADVANCES

12. Any moneys advanced to the Master by the Charterer or its Agents or in payment of disbursements made for Owner's account in be subject to 2 1/4% Commission and to be deductible from hire money earned or to be earned, and Charterer to have a lien on the Vessel for same.

or its
principals
agents or
authorized
affiliates

DETENTION BY LEGAL ACTION

13. In the event of detention of the Vessel by Authorities at home or abroad in consequence of legal action against the Vessel or Owner whereby the Vessel is rendered unavailable for Charterer's service for a period of 30 days, unless brought about by the act or neglect of the Charterer, the Charterer, by prompt written notice, shall have the election to cancel this Charter or to suspend same until the service can again be resumed, without prejudice to any right of claim for damage which the Charterer may have in the premises. Payment of hire in case during time the Vessel may be out of Charterer's service by the cause mentioned in this clause, unless the time out is less than 24 hours in which event there is to be no interruption in hire payments.

DRY-DOCKING

14. The Owner agrees to drydock and paint the Vessel's bottom about every nine but not more than twelve months, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time thereof shall be for Charterer's account if drydocking the vessel is for the purpose of cleaning and painting bottom only, and for Owner's account if drydocking is for the purpose of effecting any repairs as well as cleaning and painting bottom. Incidental towages, pilotages, fuel, water and all other expenses of drydocking and painting shall be for Owner's account. In case of drydocking pursuant to this clause at a port where the Vessel loads, discharges or bunkers under Charterer's orders, hire shall be suspended from the time Vessel receives her pratique on arrival, if in ballast, or on completion of discharge of cargo, if the arrives loaded, until Vessel is again ready for service. In case Charterer sends the Vessel to a port for drydocking only, hire shall be suspended from the time of Vessel's arrival at the sea buoy inbound until her departure from the sea buoy outbound, and all port charges incurred and fuel and water consumed between these times are to be for Owner's account, including Agency fee, the Owner having the privilege of appointing its own agents at such port.

OWNER TO PROVIDE

15. The Owner shall provide and pay for all provisions, deck and engine room stores, galley and cabin stores and galley and crew fuel, and insurance on the Vessel; wages of the Master, Officers and Crew; consular fees pertaining to the Master, Officers and Crew, all fuel, water used by the Vessel, if a motorship, and also for monthly for housing quarters, etc.

CHARTERER TO PROVIDE

16. The Charterer (except during the period when the Vessel is off hire) shall provide and pay for all fuel except for galley and crew as provided in Clause 15, and all fresh water if the Vessel is a steamer. The Charterer shall also pay for all port charges, light dues, dock dues, Panama and other Canal dues, pilotage, consular fees, except those pertaining to Master, Officers and Crew, tugs necessary for assisting the Vessel in, about and put of port for the purpose of carrying out this Charter, agencies, commissions, expenses of loading and unloading cargoes, and all other charges whatsoever except those herein stated as payable by the Owner. The Owner shall, however, reimburse the Charterer for any fuel used or any expenses incurred in making a general average sacrifice or expenditure, and for any fuel or water consumed during drydocking or repair of the Vessel.

DUTIES OF THE MASTER

17. The Charterer shall accept and pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, upon commencement of hire, and the Owner shall pay for all water in the Vessel's tanks (if Vessel is a steamer) and for all oil fuel in the Vessel's bunkers, on the expiry of this Charter at current market prices of the ports where the hire begins and ends respectively, or at current market prices at the nearest recognized port where they may be secured.

18. The Master shall prosecute his voyages with the utmost despatch and shall render all reasonable assistance with the Vessel's Crew and equipment, overtime of Officers and Crew to be at Charterer's expense when incurred at request of Charterer or its Agents.

19. The Master, although appointed by the Owner, shall be under the orders and direction of the Charterer as regards employment of the Vessel, Agencies, or other arrangements.

20. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, or Officers, the Owner shall, on receiving particulars of the complaint, investigate it, and if necessary make a change in the appointments.

21. The Master shall be furnished by the Charterer, from time to time, with all requisite instructions and sailing directions, and both he and the Engineers shall keep full and correct logs of the voyage, which are to be patent in the Charterer and its Agents, and abstracts of which are to be sent to the Charterer from each port of call.

BILLS OF LADING

22. Bills of Lading are to be signed at any rate of freight the Charterer or its Agents may direct, without prejudice to this Charter, the Master attending daily, if required, at the offices of the Charterer or its Agents, to do so. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Master, Charterer or its Agents signing Bills of Lading or other Documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its Agents, or from complying with its or its Agent's orders.

USE OF VESSEL

23. The whole reach and burthen of the Vessel (but not more than she can reasonably stow and safely carry) shall be at the Charterer's disposal, reserving proper and sufficient space for Vessel's Officers, Crew, Master's cabin, tackle, apparel, furniture, fuel, provisions and stores.

EQUIPMENT

24. The Charterer shall have the option of shipping lawful merchandise in cases and/or in casks and/or other packages in the Vessel's hold, so long as he and for other suitable space available, subject, however, to the Master's approval as to kind and character, amount and stowage. All charges for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer.

CONDITIONS OF TANKS

25. The Charterer, subject to the Owner's approval, shall be at liberty to fit any additional pumps and/or gear for loading or discharging cargo it may require beyond what is on board at the commencement of the Charter, and to make the necessary connections with steam or water pipes, such work to be done at its expense, and such pumps and/or gear so fitted to be considered its property, and the Charterer shall be at liberty to remove it at its expense and in its time during or at the expiry of this Charter; the Vessel to be left in her original condition to the Owner's satisfaction.

26. If, on delivery to Charterer at the inception of this Charter, the Vessel's tanks are clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered to the Owner at the expiry of this Charter in the same condition. Similarly, if her tanks are soiled when delivered to Charterer the Vessel may be redelivered to the Owner with tanks in like condition.

by the
Master or
his duly
authorized
designee

and subject

Exhibit 4 Annexed to Amended Verified Complaint

PREVIOUS CARGOES	37. The last two successive cargoes carried, or to be carried, by the Vessel immediately preceding her entering upon this Charter are	149
	sisted, or will consist, of	150
SAFE BERTH	38. The cargo or cargoes shall be laden and discharged in any dock, or at any wharf or place that the Charterer or its Agents may direct	151
	where the Vessel can always safely lie afloat, or on a paved and berthed where the Vessel may have to be aground to avoid or recover from	152
	touching or loss of the cargo and/or damage	153
DAMAGE TO OR CLAIMS ON CARGO	39. The Owner guarantees that the Vessel is constructed and equipped to carry, without admixture, at least two qualities or descriptions of oil, but subject to this, neither the Owner nor the Vessel shall be responsible for any admixture of more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo	154
INJURIOUS CARGO	40. No injurious cargoes, including and that are injurious to the Vessel, are to be shipped, nor any cargo to be undertaken or goods or cargoes loaded that would involve risk of seizure, capture or penalty by Rulers or Governments, (it being understood that Esso, Esso Bars, Fikyl Gasoline, Benzol, Cresote, Molasses, and the various Vegetable Oils customarily carried in tank vessels, are not to be considered as injurious). Charterer undertakes in case it employs the Vessel to carry any other cargo than oil to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo.	155
VOLATILE CARGOES	41. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100° F.) in excess of thirteen and one half pounds (13 1/2 lbs.) as determined by the current A.S.T.M. Method (Reid) D-323. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115° F.) (closed cup) A.S.T.M. Method D-36 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.	156
NEGLECTANCE OF PILOTS, ETC.	42. The Charterer shall not be held responsible for losses sustained by the Owner or the Vessel through the negligence of pilots, tugboats, or stevedores, although engaged by the Charterer.	157
CLEANING BOILERS, ETC.	43. The Owner shall be allowed not exceeding 24 hours on hire to clean boilers or open up pistons and overhaul machinery every three to four months, if this work cannot be done during loading and discharging of cargo or while ballasting or simultaneously with drydocking or repairing or while waiting for berth or cargo. This time is not cumulative.	158
HOURS FLAG	44. The Charterer shall be allowed to fly its house flag and to paint the Vessel's funnel with its own emblem, if desired, but at Charterer's expense.	159
LAW	45. This Charter shall, so far as possible, be governed by the laws of the flag of the Vessel, except in cases of general average, which shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by these rules, according to the laws and usages at the port of New York. If a General Average statement is required, it shall be prepared at such port or place in the United States as selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer, who shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or owner and/or consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted in the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared. Should the Vessel put into a port of distress or be under average, she is to be consigned to the Owner's Agents, paying them the usual charges and commissions.	160
	46. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner or Charterer of Vessels by any statute or rule of law for the time being in force.	161
JASON CLAUSE	47. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the owner before delivery.	162
EXCEPTIONS	48. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage arising or resulting from any act, neglect, default or battery of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; damage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or owner, shipper or consignee of the cargo, their Agents or representatives; insufficiency of packing; insufficiency of inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: act of God; act of war; perils of the sea; act of public enemies, pirates or attacking thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo, strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. This clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this Charter.	163
SALVAGE	49. All salvage money recovered by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, Officers and Crew's share, legal expenses, hire of Vessel during time lost, value of fuel consumed, expenses of damage, and any other costs incurred in the recovery of the salvage, which shall also be the share of each party.	164
WAR CLAUSES	50. No contraband of war shall be shipped, but Petroleum and/or its products shall not be deemed contraband of war for the purpose of this clause unless shipped or intended to be shipped to or intended for a country involved in war; nor shall the Vessel be required to enter any port that is in a state of blockade, or where hostilities are in progress, or any war zone, or zone deemed a danger zone in consequence of the existence of war, or actual hostilities, without the consent of the Owner, and if such consent is given then the Charterer will pay the cost of insuring the Vessel against all war risks in an amount equal to the value under her ordinary policy.	165
	51. In the event of the existence of war, or actual hostilities and the continuance of this Charter, the Charterer shall assume the proved additional cost of wages and insurance properly incurred in connection with the Master, Officers and Crew as a consequence of such war or actual hostilities.	166
hire	52. Should the Vessel be requisitioned by any Government or Governmental Authority during the period of this Charter, the shall be hereunder during the period of such requisition, and any hire or other compensation paid in respect of such requisition shall be for the Owner's account. The time the Vessel is on any such requisition shall count as part of the period provided in Clause 3 of this Charter.	167
LAY-UP	53. The Charterer shall have the option of laying up the Vessel for all or any portion (exceeding 10 days) of the charter period, in which case hire hereunder shall continue to be paid, but there shall be credited against such hire the whole amount which the Owner shall save (or reasonably should save) during such period of lay-up through reduction in expenses, less any extra expenses in which the Owner is put as a result of such lay-up.	168
	Should the Charterer, having exercised the option granted hereunder, desire the Vessel again to be put into service, the Owner will, upon receipt of written notice from the Charterer to such effect, immediately take steps to restore the Vessel to service as promptly as possible. The option granted to the Charterer hereunder may be exercised one or more times during the currency of this Charter or any extension thereof.	169
DAMAGES	54. Damages for breach of this Charter shall include all provable damages, and all costs and attorney fees incurred in any action or proceeding hereunder.	170

any reactivation expenses, however, to be for charterers' account.

Exhibit 4 Annexed to Amended Verified Complaint

DEMISE
CLAUSE
PARAMOUNT

BOTH TO
BLAME
CLAUSE

COMMISSION

ARBITRATION

at owners' option

45. Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer. 217

46. All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further. 218

47. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact. 219

48. 1-1/2 per cent commission shall be due by the Vessel and her Owner on all hire as paid under this Charter to International Navigation Corporation 219

49. Any and all differences and disputes of whatever nature arising out of this Charter shall be put to arbitration in the City of LONDON/NEW YORK pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Each party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the dispute and differences which each party desires to put to arbitration. If the other party shall not, by notice received upon an officer of the first moving party within ten days of the service of such first notice, appoint an arbitrator in a written dispute or differences specified, then the first moving party shall have the right without further notice to appoint a third arbitrator, who shall be a disinterested person, but who shall have no less and no more of said third arbitrator has been appointed by the other party, in the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of competent jurisdiction in the city or place mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such award of the arbitrator is finally made the hearings and proceedings shall have the right by written notice issued on the arbitrators and officers of the other party to specify further dispute or differences under this Charter for hearing and determination. And made the provisions of this clause may include costs, including a reasonable allowance for a lawyer's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises. 220

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CHARTER TO BE EXECUTED IN DUPLICATE THE DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.

WITNESS TO SIGNATURE OF

HELLENIC INTERNATIONAL SHIPPING, S. A.

Alexandra Moutoulas
WITNESS TO SIGNATURE OF

[Signature]

P. N. PERTAMBANGAN MINYAK NASIONAL OF INDONESIA

[Signature]
Maj. Gen. Dr. Ibnu Sutono
Direktur Utama

Clauses #50-54
appearing herein
below are fully
incorporated in
this charter party.

50. Any additional dues, fees, taxes or levies on vessel, cargo or crew at loading places over and above those in effect on Sept. 23, 1968, shall be for charterers' account, also crew war bonus, other than those presently in effect, shall be for charterers' account.
51. If necessary, the vessel shall be furnished by charterers with suitable ground tackle and sufficient mooring lines to safely moor at sea loading and discharging terminals and with adequate equipment for handling submarine hose at such installations.
52. From time to time, during the term of this charter, the Owner shall have the option to substitute the vessel, then performing under this charter, with a vessel, as described in the preamble of this charter.
53. It is understood and agreed that acceptance by the Owner of late payment of hire shall not, under any circumstances, constitute a precedent or amount to a waiver for the strict compliance by the charterers with the provisions of Clause 4 as to any future hire payment, that may become due, under the terms of this charter.
54. It is further understood and agreed that:
- Charterer may change the vessel's name and insignia, fly its house flag and paint the vessel's funnel with its own colors.
 - Charterer may place officers and engineers on board this vessel for training purposes at any time convenient and mutually agreed to by both parties. Such trainees shall sign on as members of the crew under the vessel's articles. However, all costs of such trainees such as wages, transportation, meals, insurance, etc. shall be paid by the charterers. The owners agree to cover such trainees under their P & I insurance policy but the cost of extra insurance premium, if any, and the insurance deductible of any of their claims shall be paid for by the charterers.

RIDER TO CHARTER PARTY DATED SEPTEMBER 23, 1968

HELLENIC INTERNATIONAL SHIPPING S. A. of Panama hereby undertakes, upon termination of the subject charter after the sixty month period, to transfer title to the charterers of a vessel as described in the preamble of said charter. Upon delivery to the charterers under this rider the vessel shall be in class with Lloyds Register of Shipping or equivalent Classification Society, free of all mortgages, liens and encumbrances, provided that charterers have fully complied and performed all of the obligations on their part to be performed under the terms and conditions of the subject charter.

HELLENIC INTERNATIONAL SHIPPING, S. A.
Authorized Signature

Witness Signature

Alfreda M. Baker

By

HT Theodoropoulos

Harry Theodoropoulos

P. N. PERTAMBANGAN MINJAK NASTIONAL

Witness Signature

[Signature]



Maj. Gen. Dr. Ibnu Sutowo
Direktur Utama

ORDER OF ATTACHMENT AND GARNISHMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
METROPOLITAN WORLD TANKER CORP., as owner	:
of the M/T MANTINIA,	:
-and-	:
METROPOLITAN MARINE TRANSPORT, CORP., as	:
owner of the M/T MESOLOGI,	:
-and-	:
METROPOLITAN OCEAN CARRIERS CORP., as owner	:
for the M/T MONEMVASIA,	:
-and-	:
METROPOLITAN SEA TRANSPORT CORP., as owner	:
of the S/T METHONI,	:
Plaintiffs,	:
-against-	:
P.N. PERTAMBANGAN MINJAK DAN GAS BUMI	:
NASIONAL (P.N. PERTAMINA),	:
-and-	:
PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS	:
BUMI NEGARA (PERTAMINA),	:
Defendants.	:
-----X	

ORDER OF ATTACH-
MENT AND GARNISH-
MENT.

Plaintiffs having moved for an order of attachment and garnishment against defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA) in this action in this court,

NOW, upon reading the verified complaint herein, the affidavit of Harry M. Theodoracopolus sworn to on the 4th day of December, 1975 and the affidavit of Francis H. McNamara, sworn to on the 4th day of December, 1975, wherein it appears that

Order of Attachment and Garnishment

causes of action for a money judgment exist in favor of the plaintiffs and against defendants for the several sums stated in the Verified Complaints, or \$7,397,091.22 in toto, with interest thereon and the costs of the plaintiffs and that the plaintiffs are entitled to recover the said sum above all counterclaims known to them and

IT BEING FURTHER sworn by the said affidavits and Verified Complaints that the plaintiffs are entitled to an order of attachment and garnishment against the property of the said defendants, pursuant to Rule 64 of the Federal Rules of Civil Procedure and §6201(1) of the Civil Practice Law and Rules of the State of New York, on the ground that the said defendants are foreign corporations or other foreign juridical entities or not residents or domiciliaries of the State of New York.

NOW, on motion of Hill, Betts & Nash, attorneys for plaintiffs, it is

ORDERED, that the plaintiffs' undertaking be and the same hereby is fixed in the sum of \$ 250,000.00 of which amount the sum of \$ 225,000.00 thereof is conditioned that the plaintiff will pay to the defendants P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA), and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA) all legal costs and damages which may be sustained by reason of the attachment if said defendants or any one of them, recover judgment or if it is finally decided that the plaintiff was not entitled to an attachment of the said.

CBM defendants' property and the sum of \$ 25,000.00 thereof is conditioned that the plaintiff will pay to the United States Marshal of the Southern District of New York all of his allowable fees and expenses, it is further

ORDERED, that the United States Marshal for the Southern District of New York, upon the filing of plaintiff's undertaking as aforesaid, levy within their jurisdiction and the jurisdiction of this court upon property of the defendants or in which they have an interest, including any property or credits held or owed by

1. Pertamina
866 United Nations Plaza
New York, New York
2. Pertamina Indonesian State Oil & Gas Mining Enterprises
866 United Nations Plaza
New York, New York
3. Tankers International Navigation Corporation
866 United Nations Plaza
New York, New York
4. Caltex Petroleum Corporation
380 Madison Avenue
New York, New York
5. Caltex International Corporation
380 Madison Avenue
New York, New York
6. Bank Negara Indonesia 1946
100 Wall Street
New York, New York
7. Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York
8. Continental Illinois International Bank
One Liberty Plaza
(91 Liberty Street)
New York, New York

Order of Attachment and Garnishment

9. Continental Illinois National Bank & Trust
Company of Chicago
One Liberty Plaza
(91 Liberty Street)
New York, New York
10. Bankers Trust Company
16 Wall Street
New York, New York
11. Bank of Tokyo Trust Company
100 Broadway
New York, New York
12. Chase Manhattan Bank
One Chase Manhattan Plaza
New York, New York
13. First National City Bank
399 Park Avenue
New York, New York
14. Chemical Bank
20 Pine Street
New York, New York
15. American Independent Oil Company, Inc.
50 Rockefeller Plaza
New York, New York
16. Bank of America
41 Broad Street
New York, New York
17. Irving Trust Company
1 Wall Street
New York, New York
18. Chevron Oil Trading Co.
30 Rockefeller Plaza
New York, New York
19. Chevron International Oil Co., Inc.
30 Rockefeller Plaza
New York, New York
20. JOC Oil U.S.A. Inc.
1290 Avenue of the Americas
New York, New York

as garnishees, as will satisfy plaintiffs' demand of \$7,397,091.22

A 63
Order of Attachment and Garnishment

together with interest, costs and fees and expenses of the United States Marshal for the Southern District of New York and that

they proceed thereon in the matter proscribed by law. *It is further ordered that within 3 days after levy the plaintiff shall comply with the decision in Sugar v Curtis Circulation Co 3837. Supp. 643 (S.D.N.Y.) 1974*

Dated: New York, New York
December 5TH, 1975

Constance Baker Motley
United States District Judge

~~20~~

AFFIDAVIT OF HARRY J. THEODORACOPULOS, SWORN TO DECEMBER 4,
1975, IN SUPPORT OF ORDER OF ATTACHMENT AND GARNISHMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
METROPOLITAN WORLD TANKER CORP., as owner :
of the M/T MANTINIA,

-and-

METROPOLITAN MARINE TRANSPORT, CORP., as
owner of the M/T MESOLOGI,

-and-

METROPOLITAN OCEAN CARRIERS CORP., as
owner of the M/T MONEMVASIA,

-and-

METROPOLITAN SEAS TRANSPORT CORP., as
owner of the S/T METHONI,

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

-and-

PERUSAHAANPERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss.:

HARRY J. THEODORACOPULOS, being duly sworn, deposes
and says:

1. I am the vice president and officer of National
Shipping & Trading Corporation, the New York agent for the cap-
tioned plaintiffs, and I am familiar with the facts of this

Affidavit of Harry J. Theodoracopulos

matter. This affidavit is made in support of plaintiffs' motion for an order of attachment.

2. The several plaintiffs each chartered the named vessel owned by it to defendants under and in accordance with the time charter parties which are annexed to the Verified Complaints in this matter. With the exception of the time charter party relating to the S/T METHONI (Exhibit "4") owned by METROPOLITAN SEAS TRANSPORT CORP. which was completed in December of 1974, all time charter parties are being performed by the respective owners and have substantial periods of performance remaining.

3. Plaintiffs have commenced the within action against the defendants due to the defendants' continuing and willful failure to pay substantial amounts to the several time charter parties, the total amount now owed to all the plaintiffs by the defendants being, as near as can now be determined, \$7,397,091.22, together with interest thereon.

4. Said overdue accounts have been duly stated to defendants and defendants have not denied their liability as stated therefor.

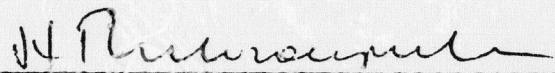
5. Defendants have not asserted any counterclaim against plaintiffs and have no grounds for any counterclaims.

6. Your deponent knows the contents of this affidavit to be true through personal knowledge of the time charter parties and other records and documents in my possession and by

Affidavit of Harry J. Theodoracopulos

personal participation in the events described in the Verified Complaints.

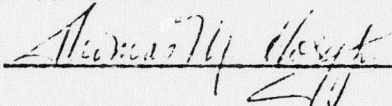
WHEREFORE, your deponent respectfully requests that an order be entered attaching the property of P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA).



Harry G. Theodoracopulos

Sworn to before me this

4th day of December, 1975



THOMAS M. HOEY JR.
Notary Public, State of New York
No. 24-6925700 Qual. in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

AFFIDAVIT OF FRANCIS H. McNAMARA, SWORN TO DECEMBER 4,
1975, IN SUPPORT OF ORDER OF ATTACHMENT AND GARNISHMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
METROPOLITAN WORLD TANKER CORP., as owner :
of the M/T MANTINIA,

-and-

METROPOLITAN MARINE TRANSPORT, CORP., as
owner of the M/T MOSOLOGI,

-and-

METROPOLITAN OCEAN CARRIERS CORP., as
owner of the M/T MONEMVASIA,

-and-

METROPOLITAN SEAS TRANSPORT CORP., as
owner of the S/T METHONI,

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

-----X

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

FRANCIS H. McNAMARA, being duly sworn, deposes and
says:

1. I am an attorney duly admitted to practice law in
the State of New York and before this Honorable Court and am an
associate of the firm of Hill, Betts & Nash, attorneys for
plaintiffs herein.

2. This affidavit is submitted in support of plaintiffs' motion for an order of attachment pursuant to Rule 64 of the Federal Rules of Civil Procedure. The basis of my knowledge and the sources of my information with respect to the contents hereof are conversations with employees and officers of National Shipping & Trading Corporation, the New York agent of all plaintiffs and inspection of documents and records of plaintiffs in the possession of their said agent.

3. Plaintiffs are Liberian corporations with registered offices at 80 Broad Street, Monrovia, Liberia and an agent, National Shipping & Trading Corporation, located at 9 West 57th Street, New York, New York, within this district and within the jurisdiction of this Honorable Court.

4. Defendants are Indonesian corporations or entities having offices at 866 United Nations Plaza, New York, New York.

5. Plaintiffs are the respective owners of the captioned vessels. As set forth in plaintiffs' Verified Complaints, a copy of which is annexed hereto as Exhibit "A", plaintiffs are asserting causes of action against defendants for breaches of contract (charter parties) whereby said defendants undertook to pay certain amounts to plaintiffs in exchange for use of the captioned vessels. As a result of defendants' breaches plaintiffs are now severally owed certain amounts as recited in the Verified Complaints, said amounts aggregating \$7,397,091.22, together with interest thereon, as can best be estimated at the present time.

6. Defendants are foreign corporations or other foreign juridical entities and are not residents or domiciliaries of the State of New York and plaintiffs seek an Order of Attachment pursuant to Rule 64 of the Federal Rules of Civil Procedure which provides as follows:

"Seizure of Personal Property. At the commencement of and during the course of an action, all remedies provided for seizure of person or property for the purpose of securing satisfaction of the judgment ultimately to be entered in the action are available under the circumstances and in the manner provided by the law of the state in which the district court is held, existing at the time the remedy is sought, subject to the following qualifications: (1) any existing statute of the United States governs to the extent to which it is applicable; (2) the action in which any of the foregoing remedies is used shall be commenced and prosecuted, or, if removed from a state court, shall be prosecuted after removal, pursuant to these rules. The remedies thus available include arrest, attachment, garnishment, replevin, sequestration, and other corresponding or equivalent remedies, however designated and regardless of whether by state procedure the remedy is ancillary to an action or must be obtained by an independent action."

7. Section 6201(1) of the Civil Practice Law and Rules of the State of New York provides as follows:

"Grounds for Attachment.

An order of attachment may be granted in any action, except a matrimonial action, where the plaintiff has demanded and would be entitled, in whole or in part, or in the alternative, to a money judgment against one or more defendants, when (1) the defendant is a foreign corporation or not a resident or domiciliary of the state;..."

8. No previous application for the same or similar relief has been made before this or any other Court.

9. Plaintiffs' causes of action are for money judgments and defendants have not asserted any counterclaim arising out of the subject incident, nor are grounds for any counterclaim known to deponent.

10. It is believed that certain property, debts or credits owned by defendants or owing to them are in the possession of the below-named corporations and are presently within the jurisdiction of this Court.

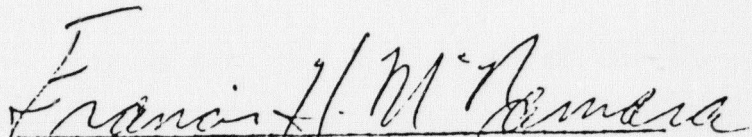
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New York, New York
5. Caltex International Corporation
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New York, New York
6. Bank Negara Indonesia 1946
100 Wall Street
New York, New York
7. Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York
8. Continental Illinois International Bank
One Liberty Plaza
(91 Liberty Street)
New York, New York

9. Continental Illinois National Bank & Trust
Company of Chicago
One Liberty Plaza
(91 Liberty Street)
New York, New York
10. Bankers Trust Company
16 Wall Street
New York, New York
11. Bank of Tokyo Trust Company
100 Broadway
New York, New York
12. Chase Manhattan Bank
One Chase Manhattan Plaza
New York, New York
13. First National City Bank
399 Park Avenue
New York, New York
14. Chemical Bank
20 Pine Street
New York, New York
15. American Independent Oil Company, Inc.
50 Rockefeller Plaza
New York, New York
16. Bank of America
41 Broad Street
New York, New York
17. Irving Trust Company
1 Wall Street
New York, New York
18. Chevron Oil Trading Co.
30 Rockefeller Plaza
New York, New York
19. Chevron International Oil Co., Inc.
30 Rockefeller Plaza
New York, New York
20. JOC Oil U.S.A. Inc.
1290 Avenue of the Americas
New York, New York

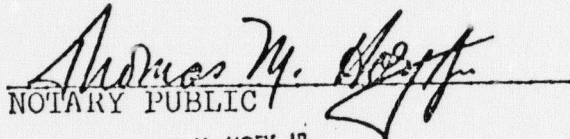
Your deponent respectfully requests that an order of

Affidavit of Francis H. McNamara

attachment be entered against the property, debts or credits of the defendants including the aforesaid, and that this Honorable Court may grant to plaintiff such other and further relief as may be proper under the circumstances.


FRANCIS H. McNAMARA

Sworn to before me this
4th day of December, 1975


NOTARY PUBLIC

THOMAS M. HOEY JR.
Notary Public, State of New York
No. 24-6929260 Qual. in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

NOTICE OF MOTION MADE PURSUANT TO ORDER OF ATTACHMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

METROPOLITAN WORLD TANKER CORP., as owner :
of the M/T MANTINIA,

-and- : 75 Civ. 6123

METROPOLITAN MARINE TRANSPORT, CORP., as : (CBM)
owner of the M/T MESOLOGI,

-and- :

METROPOLITAN OCEAN CARRIERS CORP., as owner: NOTICE OF MOTION
of the M/T MONEMVASIA, MADE PURSUANT TO
ORDER OF ATTACHMENT

-and- :

METROPOLITAN SEA TRANSPORT CORP., as owner :
of the S/T METHONI,

Plaintiffs, :

-against- :

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI :
NASIONAL (P.N. PERTAMINA),

-and- :

PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS :
BUMI NEGARA (PERTAMINA).

Defendants. :

-----X

S I R S :

PLEASE TAKE NOTICE, that upon the annexed affidavit
of Harry J. Theodoracopulos sworn to on the *10th* day of
December, 1975, the verified complaint dated December 4, 1975
and the order of attachment dated December 5, 1975, the under-
signed will move this honorable court on the *15th* day of
December, 1975 at *2:00* o'clock in the *afternoon* of that day,
or as soon thereafter as counsel can be heard, in Room *1506*

Notice of Motion made pursuant to Order of Attachment

of the United States District Court House for the Southern District of New York, Foley Square, New York, New York for leave to prove the grounds upon which the aforesaid attachment was issued and for such other, further and different releif as to this honorable court may seem just.

Yours etc.,

HILL, BETTS & NASH
Attorneys for Plaintiffs
Suite 5215
One World Trade Center
New York, New York 10048
(212) 466-4900

TO:

Pertamina
866 United Nations Plaza
New York, New York

Pertamina Indonesian State Oil & Gas Mining
Enterprises
866 United Nations Plaza
New York, New York

Tankers International Navigation Corporation
866 United Nations Plaza
New York, New York

Caltex Petroleum Corporation
380 Madison Avenue
New York, New York

Caltex International Corporation
380 Madison Avenue
New York, New York

Bank Negara Indonesia 1946
100 Wall Street
New York, New York

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York

Continental Illinois International Bank
One Liberty Plaza
(91 Liberty Street)
New York, New York

Notice of Motion made pursuant to Order of Attachment

TO: Continental Illinois National Bank & Trust
Company of Chicago
One Liberty Plaza
(91 Liberty Street)
New York, New York

Bankers Trust Company
16 Wall Street
New York, New York

Bank of Tokyo Trust Company
100 Broadway
New York, New York

Chase Manhattan Bank
One Chase Manhattan Plaza
New York, New York

First National City Bank
399 Park Avenue
New York, New York

Chemical Bank
20 Pine Street
New York, New York

American Independent Oil Company, Inc.
50 Rockefeller Plaza
New York, New York

Bank of America
41 Broad Street
New York, New York

Irving Trust Company
1 Wall Street
New York, New York

Chevron Oil Trading Co.
30 Rockefeller Plaza
New York, New York

Chevron International Oil Co., Inc.
30 Rockefeller Plaza
New York, New York

Joc Oil U.S.A. Inc.
1290 Avenue of the Americas
New York, New York

AFFIDAVIT OF HARRY J. THEODORACOPULOS, SWORN TO
DECEMBER 10, 1975, IN SUPPORT OF MOTION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
METROPOLITAN WORLD TANKER CORP., as owner of the M/T MANTINIA,	: 75 civil 6123
-and-	: (CBM)
METROPOLITAN MARINE TRANSPORT, CORP., As owner of the M/T MESOLOGI,	: AFFIDAVIT IN SUPPORT OF MOTION FOR LEAVE
-and-	: TO PROVE GROUNDS FOR ISSUANCE OF ORDER OF
METROPOLITAN OCEAN CARRIERS CORP., as owner of the M/T MONEMVASIA,	: <u>ATTACHMENT</u>
-and-	:
METROPOLITAN SEAS TRANSPORT CORP., as owner of the S/T METHONI,	:
Plaintiffs,	:
-against-	:
P.N. PERTAMBANGAN MINJAK DAN GAS BUMI NASIONAL (P.M. PERTAMINA),	:
-and-	:
PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA),	:
Defendants.	:
-----X	

STATE OF NEW YORK)
 :
COUNTY OF NEW YORK) ss.:

HARRY J. THEODORACOPULOS, being duly sworn, deposes
and says:

1. I am a vice president of National Shipping &
Trading Corporation, the New York agent for the captioned plain-
tiffs, and I am fully familiar with the facts of this matter.
This affidavit is made in support of plaintiffs' motion for leave
to prove the grounds upon which the order of attachment dated

December 5, 1975 was issued, and the sufficiency and appropriateness thereof.

2. The several plaintiffs each chartered the captioned vessel owned by it to defendants under and in accordance with the time charter parties which are annexed to the Verified Complaint in this matter. With the exception of the time charter party relating to the S/T METHONI (Exhibit "4") owned by METROPOLITAN SEAS TRANSPORT CORP. which was completed in December of 1974, all time charter parties are being performed by the respective owners and have substantial periods of performance remaining.

3. Plaintiffs have commenced the within action against the defendants due to the defendants' continuing and willful failure to pay substantial amounts to the several plaintiffs owing to them under these charter parties.

4. Annexed to this affidavit as Exhibit "A" is a statement of the foregoing indebtedness to date under each time charter party and the sum total thereof, i.e., \$7,397,091.22, as can best be determined at this time. Deponent further annexes to this affidavit as Exhibits "B"-1, "B"-2, "B"-3 and "B"-4 statements of account, each "B" exhibit relating to a single vessel, which set forth in greater detail the arrears in unpaid charter hire. The exhibits referred to herein have been prepared and verified by Mr. Frank W. Higbie, a vice president of National Shipping and Trading Corporation and are true and accurate to the personal knowledge of your deponent.

Affidavit of Harry J. Theodoracopulos

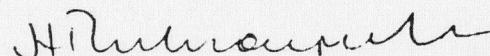
5. Said overdue accounts have been duly stated to defendants who have not denied their liability.

6. Defendants have not asserted any counterclaim against plaintiffs and have to the knowledge of deponent no grounds for any counterclaim.

7. Defendants are corporations or other juridical entities created and existing under the laws of the Republic of Indonesia. The bases of deponent's statement in this regard are my personal dealings with defendants, their officers, employees and agents over a period of several years. In particular deponent knows that defendants are responsible for activities relating to the sale and export of crude oil and natural gas produced in the Republic of Indonesia, have their main offices in Djakarta, Indonesia and are managed and staffed primarily by individuals of Indonesian nationality.

WHEREFORE, deponent respectfully requests that the order of December 5, 1975 attaching the property of P.N. PERTAMANGAN MINJAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA) and PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS BUMI NEGARA (PERTAMINA) be continued so as to afford plaintiffs security for their just claims.

Sworn to before me this
10th day of December, 1975


Harry J. Theodoracopulos

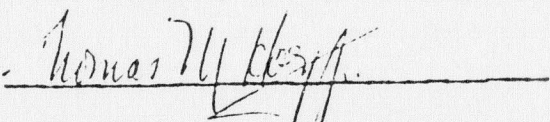

THOMAS M. HOEY, JR.
Notary Public, State of New York
No. 24-6925600 Qual. in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

EXHIBIT A--STATEMENT OF INDEBTEDNESS ANNEXED TO
AFFIDAVIT OF HARRY J. THEODORACOPULOS

PERTAMINA

SUMMARY OF A/C

MANTINIA	- Schedule 1	\$1,866,863.16
MESOLOGI	- Schedule 2	2,770,833.58
MONEMVASIA	- Schedule 3	2,663,461.87
METHONI	- Schedule 4	468,332.61
TOTAL DUE		\$7,769,491.22
PAYMENT ON A/C 11/13/75		372,400.00
TOTAL DUE AS OF 12/7/75		<u>\$7,397,091.22</u>

THIS IS TO CERTIFY THAT THE ABOVE AMOUNT OF \$7,397,091.22
IS THE TRUE AND CORRECT AMOUNT PRESENTLY DUE TO THE OWNERS
OF THE VESSEL BY CHARTERERS "PERTAMINA"

DATE: December 1, 1975

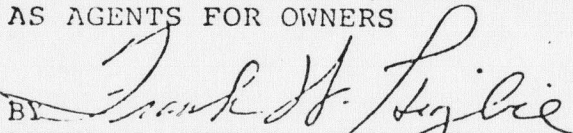
NATIONAL SHIPPING & TRADING ORP.
AS AGENTS FOR OWNERSBY 
FRANK W. HIGBIE, VICE PRESIDENT

EXHIBIT B-1--STATEMENT OF ACCOUNT, MANTINIA, ANNEXED TO
AFFIDAVIT OF HARRY J. THEODORACOPULOS

PERTAMINA

A/C MANTINIA AS OF 11/30/75

Bunkers on Delivery	\$ 19,611.25
Charter Hire 8/24 - 9/24 - Inv. 8/19/75	610,394.44
Charter Hire 9/24 - 10/24 - Inv. 9/19/75	607,124.44
Charter Hire 10/24 - 11/24 - Inv. 10/21/75	610,394.44
Charter Hire 11/24 - 12/24 - Inv. 11/21/75	<u>607,124.44</u>
	\$2,454,649.01
Interest Invoice 10/14/65	<u>12,214.15</u>
TOTAL HIRE DUE	\$2,466,863.16
PAYMENT ON A/C 10/16/75	<u>600,000.00</u>
BALANCE DUE	\$1,866,863.16
Charterers Additional Operating Required Funds	<u>In Process</u>
TOTAL DUE	<u><u>\$1,866,863.16</u></u>

THIS IS TO CERTIFY THAT THE ABOVE AMOUNT OF \$1,866,863.16
IS THE TRUE AND CORRECT AMOUNT PRESENTLY DUE TO THE OWNERS
OF THE VESSEL BY CHARTERERS "PERTAMINA"

DATE: December 1, 1975

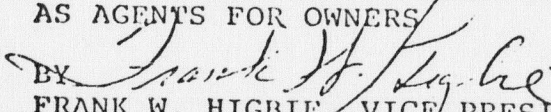
NATIONAL SHIPPING & TRADING CORP.
AS AGENTS FOR OWNERSBY 
FRANK W. HIGBIE, VICE PRESIDENT

EXHIBIT B-2--STATEMENT OF ACCOUNT, MESOLOGI, ANNEXED TO
AFFIDAVIT OF HARRY J. THEODORACOPULOS

PERTAMINA

A/C MESOLOGI AS OF 11/30/75

Balance Hire to 7/28/75	\$116,333.00
Charter Hire 7/28 - 8/28 - Inv. 7/23/75	591,722.01
Charter Hire 8/28 - 9/28 - Inv. 8/22/75	591,722.01
Charter Hire 9/28 - 10/28 - Inv. 9/19/75	591,722.01
Charter Hire 10/28 - 11/28 - Inv. 10/21/75	591,722.01
Charter Hire 11/28 - 12/28 - Inv. 11/24/75	591,722.01
Interest Invoice 10/14/75	<u>22,469.24</u>

TOTAL HIRE DUE	\$3,097,412.29
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PAYMENT ON A/C 10/16/75	<u>700,000.00</u>
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BALANCE	\$2,397,412.29
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Balance of Extra Propeller	89,166.65
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Charterers Additional Operating Required Funds from 8/28/74 to 9/30/74	284,254.64
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Charterers Additional Operating Required Funds from 10/1/74 to 9/30/75	<u>In Process</u>
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TOTAL DUE	<u>\$2,770,833.58</u>
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THIS IS TO CERTIFY THAT THE ABOVE AMOUNT OF \$2,770,833.58 IS
THE TRUE AND CORRECT AMOUNT PRESENTLY DUE TO THE OWNERS OF THE VESSEL
BY CHARTERERS "PERTAMINA"

Date: December 1, 1975

NATIONAL SHIPPING & TRADING CORP.
AS AGENTS FOR OWNERS

Frank W. Higbie
FRANK W. HIGBIE, VICE PRESIDENT

EXHIBIT B-3--STATEMENT OF ACCOUNT, MONEMVASIA, ANNEXED
TO AFFIDAVIT OF HARRY J. THEODORACOPULOS

PERTAMINA

A/C MONEMVASIA AS OF 12/7/75

Balance Hire to 8/7/75	\$ 28,089.00
Charter Hire 8/7 - 9/7 - Inv. 7/30/75	591,953.22
Charter Hire 9/7 - 10/7 - Inv. 8/29/75	591,953.22
Charter Hire 10/7 - 11/7 - Inv. 9/29/75	591,953.22
Charter Hire 11/7 - 12/7 - Inv. 10/29/75	591,953.22
Charter Hire 12/7 - 1/7/76 - Inv. 11/25/75	591,953.22
Interest Invoice 10/14/75	<u>13,720.35</u>
 TOTAL HIRE DUE	 \$3,001,575.45
 PAYMENT ON A/C 10/16/75	 <u>700,000.00</u>
 BALANCE	 \$2,301,575.45
 Charterers Additional Operating Required Funds from 1/7/74 to 9/30/74	 47,510.94
 Charterers Additional Operating Required Funds from 10/1/74 to 9/30/75	 314,375.48
 TOTAL DUE	 <u>\$2,663,461.87</u>

THIS IS TO CERTIFY THAT THE ABOVE AMOUNT OF \$2,663,461.87 IS THE TRUE AND
CORRECT AMOUNT PRESENTLY DUE TO THE OWNERS OF THE VESSEL BY CHARTERERS
"PERTAMINA"

DATE: DECEMBER 1, 1975

NATIONAL SHIPPING & TRADING CORP.

AS AGENTS

Frank W. Higbie
FRANK W. HIGBIE, VICE PRESIDENT

A 83

EXHIBIT B-4--STATEMENT OF ACCOUNT, METHONI, ANNEXED TO
AFFIDAVIT OF HARRY J. THEODORACOPULOS

Schedule 4

PERTAMINA

A/C METHONI AS OF 11/7/75

Balance for Hires and Others Due \$437,682.82

Interest Invoice 10/14/75 30,649.79

TOTAL DUE \$468,332.61

THIS IS TO CERTIFY THAT THE ABOVE AMOUNT OF \$468,332.61 IS THE
TRUE AND CORRECT AMOUNT PRESENTLY DUE TO THE OWNERS OF THE
VESSEL BY CHARTERERS "PERTAMINA"

DATE: December 1, 1975

NATIONAL SHIPPING & TRADING CORP.
AS AGENTS FOR OWNERS

Frank W. Higbie
FRANK W. HIGBLE, VICE PRESIDENT

AFFIDAVIT OF RAYMOND J. BURKE, SWORN TO DECEMBER 15, 1975,
IN OPPOSITION TO APPLICATION FOR ORDER OF ATTACHMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

METROPOLITAN WORLD TANKER CORP., as owner
of the M/T MANTINIA,

--and--

METROPOLITAN MARINE TRANSPORT, CORP., as
owner of the M/T MOSOLOGI,

--and--

METROPOLITAN OCEAN CARRIERS CORP., as
owner of the M/T MONEMVASIA,

--and--

METROPOLITAN SEAS TRANSPORT CORP., as
owner of the S/T METHONI,

Plaintiffs,

--against--

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

--and--

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

----- x

STATE OF NEW YORK)
(ss.:
COUNTY OF NEW YORK)

RAYMOND J. BURKE, being duly sworn, deposes and
says:

1. I am an attorney duly admitted to practice

AFFIDAVIT IN OPPOSITION
TO PLAINTIFFS' APPLI-
CATION FOR AN ORDER
OF ATTACHMENT

75 Civ. 6123 (CBM)

before this Honorable Court and a member of the firm of Burke & Parsons, attorneys for the defendants herein, and am familiar with the proceedings heretofore had herein.

2. This affidavit is submitted in opposition to plaintiffs' motion for an order of attachment pursuant to Rule 64 of the Federal Rules of Civil Procedure and §6201(1) of the Civil Practice Law and Rules of the State of New York on the ground that "the defendants are foreign corporations or other foreign entities or not residents or domiciliaries of the State of New York in aid of their rights under "Title 9 U.S.C. §8 to obtain security for their claims against defendants" as provided in cases of admiralty and maritime jurisdiction, as set forth more fully in paragraphs 34 and 35 of the verified complaint annexed to the order of attachment and garnishment.

3. Defendants are corporations duly organized and validly existing under the laws of the Republic of Indonesia; are directly or indirectly wholly owned by the Government of the Republic of Indonesia and have offices at 866 United Nations Plaza, New York, New York.

4. Plaintiffs are Liberian corporations with registered offices at 80 Broad Street, Monrovia, Liberia, and have an agent, National Shipping and Trading Corporation, 9 West 57th Street, New York, New York.

5. The defendants herein are primarily the Indonesian oil and natural gas mining state enterprise, but

in addition thereto, the defendants are active in such areas as exploration and production of oil and natural gas, manufacturing and petrochemical, telecommunication facility, and domestic airline, among others. In addition to the foregoing, the company maintains offices in New York City and maintains substantial bank accounts for use in its operations within and without the United States on behalf of the Republic of Indonesia.

6. The four time charter parties which form the basis of the plaintiffs' complaint were executed outside the United States and were intended for performance outside the United States. Three of the charters were executed in Paris and one was executed in Tokyo. The charters are on what is known in the shipping business as a "Standime" form of time charter party and each provides at clause 35 that the law of the flag of the vessel shall be the governing law with respect to the contract. In at least three of the charters, Greek law would apply and with respect to the fourth, the law of the Republic of Panama, as evidenced by Exhibit A annexed hereto.

7. Each charter provides in clause 29 that any differences and disputes of whatsoever nature arising out of the charter shall be put to arbitration in the city of London or New York. In three out of the four charters, the owner had the option to call for arbitration in London or New York. In clause 11 of each charter, the contract

confers upon the owner an absolute lien on all cargoes and sub-freights for all amounts due under the charter and gave the charterer a lien on the vessel for all money paid in advance and not earned and for the value of fuel in bunkers. Clause 4 provides that in default of punctual and regular payment, the owner shall have the faculty of withdrawing the vessel from the service of the charterer without prejudice to any claims owner may have.

8. Deponent has been recently retained for the purpose of appearing on behalf of the Republic of Indonesia in the within proceeding and prior to that time had no professional relationship with the defendants. Accordingly, the limitation of time in answering the within motion has prevented your deponent from examining in detail the records of the defendants which are available either in Djakarta or New York to ascertain whether or not the defendants have valid counterclaims against the plaintiffs. Nevertheless, for purposes of the present proceeding, and reserving the right of the defendants to interpose any valid counterclaim at the forthcoming arbitrations, the Court may assume that the claim of the plaintiffs exceeds the counterclaims of the defendants. Since, under New York law, if applicable, the merits of the action are irrelevant on a motion to vacate an attachment (CPLR N.Y. 6201 et seq., 6223), neither the plaintiffs nor the defendants will be prejudiced by the foregoing concession.

9. Upon information and belief, your deponent has been advised that the time charter hire which makes up the plaintiffs' claims, has been withheld not only from the plaintiffs, but from shipowners of another twenty-four vessels. This has been done as a temporary measure by the Government during a period of time in which a re-appraisal of the tanker fleet under contract to the defendants is being conducted. While this hiatus may inconvenience the plaintiffs, it by no means is an indication that any valid claims which the plaintiffs have and which can be supported in the forthcoming arbitrations in excess of any counterclaims will not be honored by Pertamina and the Republic of Indonesia.

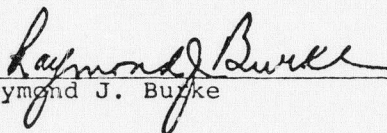
10. As some evidence of the relationship of the Republic of Indonesia to the activities of the defendants, attached hereto as Exhibit B is a photocopy of a news article which appeared in the March 17, 1975 issue of the Journal of Commerce reporting that the central bank of Indonesia had "informed 300 international banks, including major institutions in the U.S., that it will stand behind all outstanding obligations of the state-owned oil corporation Pertamina", i.e., the defendants herein.

11. It is significant that the plaintiffs, all of whom had agreed to exercise a lien on the cargoes and sub-freights, failed to take such action. It is equally significant that the plaintiffs failed to withdraw their vessels under the charters, a right which each possessed under their

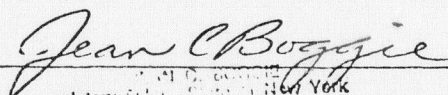
respective charter. Nor did any of the plaintiffs demand arbitration.

12. Should the Court find that the dispute falls under Chapter 2 of the Federal Arbitration Act, it is respectfully requested that this affidavit be deemed to be a request by the defendants to submit the matter to arbitration.

13. This affidavit is submitted by your deponent as the appropriate officers of the defendants are in Indonesia. The factual information has been furnished by the New York representatives of the defendants.


Raymond J. Burke

Sworn to before me this
15th day of December, 1975.


Jean C. Boggie
Notary Public, New York
1401 Broadway
Queens County
Commission Expires March 30, 1977

REGISTER OF SHIPS

1	2	3	4	5	6	7		
LR NUMBER	SHIP'S NAME	TONS	CLASSIFICATION	HULL	SHIP TYPE/CARGO FACILITIES	MACHINERY		
Call Sign	Former names	Gross Net	Hull Special Survey	Date of build	Shipbuilders—Place of build	No. & Type of engines Bore & stroke (mm)		
Official No.	Owners	*Deadwt	Machinery	Length overall (m)	Breadth extreme (m)	Draught maximum (m)	Power Design	
Navigation code	Manager	Gross Net	Refrigerated cargo installation	Length S.P. (m)	Breadth moulded (m)	Depth moulded (m)	Engin-builders Where manufactured	
	Particulars	*Deadwt (tonnes)	Equipment letter	Superstructures (m)	Decks	Keel (mm) Alterations	Boilers Pressures Heating surface Furnaces	
	Flag			Riveted/Welded	Rise of floor (mm)	Water ballast	Containers & lengths (ft)	Special propellers
				Bulkheads	Water ballast	Keel (mm) Alterations	Matchways & sizes (m)	Fuel bunkers (tonnes)
							Winches Cranes/Derricks (SWL, tonnes)	Speed
7371853	MESOLOGI	81 171		1974 Hitachi Zosen—Inn	M Tanker		Oil 2SA 9Cy 840 × 1800	
SVCO	Metropolitan Marine Trans Corp. 130 361	AB (Class cont.)		266.73 41.48 16.790	13 Tc ER		17 307kW (23 200bhp)	B&W
DI Etd	Piraeus	Greek		266.02 41.41 22.20	L160 793		Hitachi Zosen	Osaka
Gc Pld				1 dk			Gen 1 × 900kW 2 × 480kW	
Rdr RTV							440V 60Hz a.c.	
							Fuel 6 609.0t (hvy)-87.5pd	14kn
7314802	MONEMVASIA	61 172		1973 Hitachi Zosen—Inn	M Ore/Oil Carrier		Oil 2SA 9Cy 840 × 1800	
SVAR	Metropolitan Navigation Corporation	46 332	AB	266.71(88) 41.41 16.765	Mchy.alt		17 307kW (23 200bhp)	B&W
DI Etd	Piraeus	Greek		266.02 41.41 22.20	15 Tc		Hitachi Zosen	Satsuma
Gc Pld				1 dk				
Rdr RT								
8100209	METHONI	29 139		1958 Mitsubishi Zosen—Nag	S Tanker		2 S Turb dr geared to sc. shaft	
HPMG	ex Esso Peru-69	18 933		235.63(88) 27.56 12.609	22 Tc ER		13 130kW (17 600bhp)	Nag
DI Etd	Metropolitan Sea Transport Corp.	50 009	AB	225.71 27.44 17.07	L63 118		Mitsubishi Zosen	16.25kn
Gc Pld	Panama	Panamanian		8 12.2 F 24.7 1 dk			Fuel 6 352.6t (o.f.)	
Rdr RT				RW d 114	len & deepened 63			

EXHIBIT A--REGISTER OF SHIPS ANNEXED TO
AFFIDAVIT OF RAYMOND J. BURKE

Vienna, December 11th, 1973

ADDENDUM NUMBER TWO

TO

TIME CHARTER PARTY DATED TOKYO, NOVEMBER 2nd, 1973

BETWEEN METROPOLITAN WORLD TANKER CORP. OF LIBERIA, as Owners,
and PERUSAHAAN PERTAMANGAN MINJAK DAN GAS SUMI NEGARA (PERTAMINA),
as Charterers.

It is this day mutually agreed and understood that Hitachi Shipbuilding and Engineering Co. Ltd. Hull Number 4114 is nominated to perform under above captioned charter party.

Specifications of the performing vessel are as follows:

Deadweight: about 123,400 tons	GRT - about 61,171	NRT - about 46,332
Speed - about 14.5 knots	Consumption - about 83 long tons of IFO 1500 cocain	
Class - highest ABS	plus 2.5 long tons Diesel Oil	
Draft - (summer) about 55' 2 1/2"	LOA - 375'	
Flag - <u>Greek</u> , to be named M/T MANTINIA		

Vessel shall be delivered at a safe port Japan June/August 1975.

All other terms, conditions and exceptions to the above charter party to remain in full force and effect.

Witness to Signature of:

Lt. Gen. Dr. H. Ibnu Sutowo

[Signature]

PERUSAHAAN PERTAMANGAN MINJAK
DAN GAS SUMI NEGARA (PERTAMINA)

Lt. Gen. Dr. H. Ibnu Sutowo

President/Director

METROPOLITAN WORLD TANKER CORP.

Witness to Signature of:

Harry Theodoropoulos

[Signature]

[Signature]
Harry Theodoropoulos
Attorney in fact

Journal of Commerce

March 17, 1975

Bank to Back Pertamina's Obligations

By ALENA WELS

Journal of Commerce Staff

Indonesia's central bank has informed 300 international banks, including major institutions in the U. S., that it will stand behind all outstanding obligations of the state-owned oil corporation, Pertamina.

Pertamina has reportedly encountered difficulties in rolling over heavy short-term borrowings in the Eurocurrency markets, which it has been using to finance many nonpetroleum related projects. Banks have become increasingly reluctant to make these loans since the collapse of Bankhaus Herstatt last summer. Rumors have proliferated in London in recent weeks that Pertamina would be forced to default.

It is understood that the Bank of Indonesia, which has found it as difficult to get up-to-date information on Pertamina's borrowing program as has the investment community, will take over all responsibility for all future borrowings. The central bank said that no new borrowings are being planned at the present time.

Pertamina, the Bank of Indonesia informed the banks, will henceforth be able to make its repayments of interest and principle on schedule. Sources in London said that payments have been delayed for two weeks or more.

A \$40 million loan in which Republic National Bank of Dallas was involved has at-

tracted considerable attention. A spokesman for the bank said in London that the loan had been repaid.

Banking sources here said that the action by the Bank of Indonesia would clearly enhance the creditworthiness of the government agency. "We take it as a good sign," one banker said.

He explained that the agen-

cy had followed the dangerous practice of borrowing on short-term to finance infrastructure projects because of pressure from the International Monetary Fund to limit medium term debt. The nation, which has had assistance from the international agency, has a heavy outstanding debt burden.

Indonesia's reserves by the end of January exceeded \$1.6 billion. Although earnings from petroleum have soared, the nation of 130 million people has also increased its expenditures dramatically.

Indonesia, which trimmed the price it charges for its high quality oil to \$11.60 per barrel on Jan. 1, ships the bulk of its production to Japan. Output last year averaged 1.5 million barrels per day. Production has been reduced slightly, but nowhere near the proportions of some Arab producers.

The amount of Pertamina's outstanding debt, one banker observed, isn't really the problem. There would have been fewer red faces if the government agency had borrowed on medium-term, he added.

Exact information on Per-

tamina's debt wasn't immediately available here. Estimates in London indicated that outstandings in the Eurocurrency markets amounted to about \$1 billion.

AFFIDAVIT OF THOMAS A. SPEARS, SWORN TO DECEMBER 15, 1975
IN SUPPORT OF MOTION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
METROPOLITAN WORLD TANKER CORP., as :
chartered owner of the M/T MANTINIA, :

-and-

METROPOLITAN MARINE TRANSPORT, CORP., as :
owner of the M/T MESOLOGI, :

-and-

METROPOLITAN NAVIGATION CORP., as owner :
of the M/T MONEMVASIA, :

-and-

METROPOLITAN SEAS TRANSPORT CORP., as :
owner of the S/T METHONI, :

Plaintiffs, :

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI :
NASIONAL (P.N. PERTAMINA), :

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN GAS :
BUMI NEGARA (PERTAMINA), :

Defendants. :

-----X
STATE OF NEW YORK)

COUNTY OF NEW YORK)

ss.:

THOMAS A. SPEARS, being duly sworn, deposes and
says:

1. I am the president of National Shipping & Trading
Corporation, whose offices are located at 9 West 57th Street,
New York, New York, agent for plaintiffs herein.

2. I am fully familiar with the facts of these matters and have read the verified complaints dated December 4, 1975, the order of attachment dated December 5, 1975 and the papers served and filed by plaintiffs in support of its motion for leave to prove the grounds upon which the attachment was made.

3. I make the within affidavit in order to demonstrate to the court that the attachments are necessary to the security of the plaintiffs.

4. Defendants are Indonesian corporations or similar juridical entities of Indonesian nationality which manage in whole or substantial part the production, sale and export of crude oil and natural gas produced in Indonesia. Defendants are, to the belief of deponent, controlled by the government of the Republic of Indonesia.

5. During 1975 reports were carried by numerous newspapers and other public information organizations that the defendants were in serious economic difficulties. Annexed to this affidavit as Exhibit "A-1" through "A-10" are several examples of news articles carrying such stories.

6. During 1975 defendants fell into arrears on charter hire payments and other debts arising out of the time charter parties which are the subject of the within action. These arrearages were substantial and gradually accumulated to an amount which, at the present time, is the equivalent of

approximately three and one-half months past due charter hire for the M/T MANTINIA, M/T MESOLOGI, M/T MONEMVASIA, the three vessels which are under charter to and in the service of defendant; Arrearages of that magnitude are economically intolerable and quite extraordinary. As the verified complaint states, the total due on all four vessels is \$7,397,091.22.

7. Plaintiffs protested most vigorously to defendants about the foregoing defaults in payment. However, plaintiffs were completely unable to obtain from defendants any reasonable or satisfactory response and therefore began to fear that defendants had no intention of honoring their obligations and might attempt to prevent plaintiffs from collecting the debts through arbitration proceedings and other judicial means.

8. Unfortunately, plaintiffs' apprehension concerning security for its claims was strengthened and increased by learning approximately two and one-half months ago that the Indonesian government had decreed that defendants would unilaterally approach all their contractors, presumably including plaintiffs, and renegotiate the terms and conditions of such contracts.

9. In particular, the Indonesian government announced on or about November 29, 1975 that defendants will renegotiate all their contracts with owners of tanker vessels, including plaintiffs. The terms of these unilaterally decreed renegotiations and their practical consequences for plaintiffs are unknown.

10. Plaintiffs have no obligations whatsoever under the charter parties to participate in contract renegotiations. The unilateral manner in which the Indonesian government and defendants have announced such future renegotiations leads plaintiffs to believe some economic compulsion is intended in order to bring plaintiffs to terms. Deponent believes such possible compulsions may include attempts by defendants to put their assets beyond the reach of any contractor who rejects unilaterally imposed renegotiation terms and seeks to enforce its contract rights through legal action.

11. Plaintiffs are aware that at the present time extensive and presumably good faith efforts are being made by defendants and others, including many banks located in the United States, Europe and Asia, to solve defendants' large economic problems. What the result of these efforts for the short and long terms will be remains to be seen.

12. Plaintiffs' apprehension with respect to security for claims remain in spite of the efforts of defendants and others to improve the economic well being of defendants. Even if such efforts are successful the questions remain of how defendants will treat outstanding accounts and how they will approach renegotiation of outstanding long term contracts.

13. Deponent states that the within action and attachments have not been commenced for any purpose of harassment but only to obtain security for just and undisputed claims. No

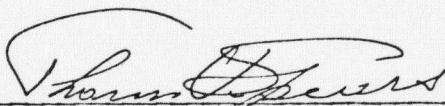
attempt has been made to attach for sums not yet due nor does deponent think the sum demanded at the present time, although large in the absolute sense, is of such magnitude that it cannot be easily bonded by defendants. Defendants are large companies and have more than two billion dollars per year in gross revenues.

14. It is deponent's belief that defendants have offices within this district and in San Francisco, California where they regularly do business. In spite of these facts deponent believes that security for plaintiffs' claims is necessary. Offices which defendants maintain in this country may be closed by defendants at any time. Similarly, there are means available to defendants whereby property such as bank accounts and debts from other contractors, particularly oil companies which purchase Indonesian oil and gas, could easily be moved outside the United States. Indeed, defendants have it in their power through various devices to locate all or a substantial part of their assets and debts owing to them in Indonesia.

15. Such a turn of events is not improbable. Deponent believes defendants, in addition to the substantial sums owed to plaintiffs, owe far greater sums to other contractors including tanker owners. Should renegotiation efforts with plaintiffs and other tanker owners prove unsuccessful claims against defendants for past due amounts would, deponent believes, exceed

one hundred million dollars. Whether defendants, if faced with such an eventuality, would take steps to protect their property from levy and seizure remains to be seen, but the thought that defendants might take such steps to so protect their property is anything but far fetched at the present juncture. Certainly it is not a risk plaintiffs ought to bear.

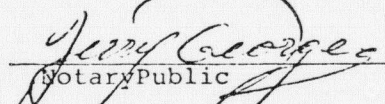
16. Deponent states that plaintiffs made the decision to seek an attachment most reluctantly since plaintiffs have enjoyed a long and amicable relationship with the defendants. Plaintiffs did not resort to the remedy of attachment for reasons of harassment or from any other such unworthy motive.


THOMAS A. SPEARS

Dated: New York, New York

December 15, 1975

Sworn to before me this
15th. day of December 1975


Notary Public
JERRY GEORGES
Notary Public, State of New York
No. 30-6497800
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1976

TRANSCRIPT OF PROCEEDINGS, DECEMBER 15, 1975

1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 - - - - -X

4 METROPOLITAN WORLD TANKERS CORP.,
5 as chartered owner of the
6 M/T MANTINIA, et al.,

7 Plaintiff,

8 vs.

9 P.M. PERTAMBANGAN MINJAK DAN
10 GAS BUMI NASIONAL (P.M. PERTAMINA
and PERUSAHAAN PERTAMBANGAN MINJAK
DAN GAS BUMI NEGARA (PERTAMINA),

11 Defendants.

12 - - - - -X

75 Civ 6123

December 15, 1975
2:30 p.m.

13
14 Before: HON. CONSTANCE BAKER MOTLEY,
United States District Judge

15
16
17 APPEARANCES

18 HILL BETTS & NASH, ESQS.,
Attorneys for plaintiff

19 BY: ELI ELLIS, ESQ., and
20 FRANCIS H. McNAMARA, ESQ.
of Counsel.

21
22 BURKE & PARSONS, ESQS.,
Attorneys for defendants

23 BY: RAYMOND J. BURKE, ESQ.,
24 of Counsel.

25

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2 THE COURT: Who represents the plaintiffs?

3 MR. ELLIS: We do, your Honor.

4 Eli Ellis and Francis H. McNamara.

5 THE COURT: And the defendants?

6 MR. BURKE: Raymond J. Burke.

7 THE COURT: The defendants have brought on this
8 matter for a hearing in compliance with the Court's direction
9 and the order of attachment that there be a hearing within 3
10 days after the attachment so that the plaintiff might comply
11 with the sugar decision, which is a decision of a three Judge
12 court in this district.

13 I gather the defendants have filed an answer, which
14 we just got.

15 Have you had a chance to read the defendant's papers?

16 MR. McNAMARA: I have not, your Honor.

17 MR. BURKE: Nor have I, your Honor, had the oppor-
18 tunity to read the papers that were handed to me five minutes
19 ago, which is an affidavit of Thomas Spears, president of
20 National Shipping and also a notice of amended verified complaint.

21 THE COURT: I see.

22 MR. BURKE: Unfortunately, the press of time didn't
23 make it possible to get the brief to Mr. Ellis or Mr. McNamara.

24 THE COURT: Can you tell me generally, then, what
25 if anything in the plaintiff's papers you contest?

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2 You got a copy of theirs, did you not?

3 MR. BURKE: Yes, I have, your Honor.

4 Specifically, there are several points to our
5 argument.

6 The first is that at the time when they furnished
7 you with the documents that constituted the ex parte order, you
8 signed it, of course, on the basis of the information that was
9 contained in it. What was not contained in that is the fact
10 that these corporations, while Indonesian corporations, are
11 either directly or indirectly wholly owned corporations of the
12 Republic of Indonesia. They are state owned independent
13 corporations.

14 In addition to them being the principal organ of
15 the petroleum and natural gas industry of Indonesia, these are
16 very substantial corporations that are engaged in telecommuni-
17 cations, domestic airlines and a variety of activities on
18 behalf of the government. We think that that mere fact alone
19 if it had been known at that time the order was entered, might
20 have dissuaded you from even considering the order.

21 But beyond that, we object to the papers that have
22 been brought here under the relief that is being sought.

23 They have moved, the plaintiffs have moved under
24 Section 8 of Title 9 of the Federal Arbitration Act for Security.

25 Section 8 of Title 9 provides that you may get

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2 security , but the Courts, including the Supreme Court, has
3 held that the type of security that you are entitled to get
4 are the traditional admiralty and maritime types of security
5 and they have been defined simply as two types:

6 The first is if you have a maritime lien, you may
7 file an in rem action. That is one.

8 They have no maritime lien.

9 The second is that if you have an in personam
10 action, and they have an in personam action, if you have an
11 in personam action with a warrant of foreign attachment, which
12 your Honor will recall is the type of case which it must be
13 shown that the defendants are not within the district but that
14 they have goods, chattels and credits within the district, and
15 that again, is not the type of security that has been held to
16 cover the situation here.

17 For example, I don't propose to burden you, your
18 Honor, by reading any more than is necessary from the cases
19 that we have recited in the brief that we submitted to you, but
20 I do think that it would be necessary for me to make some re-
21 ference to it.

22 For example, speaking about Section 8 of Title 9,
23 the Courts have held for example, that Congress plainly and
24 emphatically declared that the traditional admiralty procedures
25 with its concomitant security should be available.

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2 In another case cited, it says the purpose of
3 Section 8 is to give an aggrieved party the benefit of the
4 security provided by jurisdiction in rem while preserving the
5 right to arbitrate.

6 And lastly, in the Chatham case the Court said the
7 second libel is in personam. The Courts have held that under
8 the arbitration statute, 9 U.S.C. 8, you may preserve your
9 right to arbitrate in conjunction with filing a libel in rem.

10 The specific language reads, "The party claiming
11 to be aggrieved may begin his proceedings hereunder by libel
12 and seizure of the vessel."

13 And the Court continues

14 "Since the libel is in personam, the libellants do
15 not come within Section 8."

16 In another case cited here, the Court stated, "The
17 purpose of Section 8 is to give an aggrieved in a maritime con-
18 troversy the benefit of jurisdiction in rem or by foreign
19 attachment and at the same time to save his rights to an arbi-
20 tration."

21 It is our position that the remedy that they sought
22 here, a state Court remedy is not an traditional admiralty
23 procedure and since the plaintiffs do not have a maritime lien
24 they consequently could not file an in rem action and since
25 this corporation has offices within the district, they may not

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2 file an in personam action with warrant of foreign attachment,
3 so they are without remedy under 8.

4 To go on further, these charter parties, three of
5 them were executed in Paris, one was executed in Tokyo. They
6 are owned by Liberian companies, they are on three Greek flag
7 vessels, at least three Greek flag vessels, one at least
8 Panamanian, but the charter parties are what is known as a
9 standard time form, which is a standard time charter form used
10 in the industry, and the charter specifically provides that the
11 law of the flag of the vessel will apply. Therefore, the
12 parties to these agreements have agreed that Greek law applies,
13 or Panamanian law, as the case may be on one of these vessels.

14 The charter also provides that in the event the
15 charterer, that is the defendants in this case, fail to pay the
16 time charter hire which falls due, which is the bulk of the
17 claim that is being made here, if not all of it, time charter
18 hire, the charter party specifically provides for a lien.
19 Clause 11 of the charter party provides that the owner shall
20 have an absolute lien on the cargoes and subfreights for all
21 amounts due under the charter.

22 I would like to point out that that is a remedy
23 that the parties agreed to which the plaintiffs in this case
24 have not availed themselves of. They didn't avail themselves
25 of that remedy, and instead, what they are doing is they are

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2 bringing an action here which is causing great and irreparable
3 harm to a sovereign state, and I think that they lose equity
4 when they fail themselves to follow what they have agreed upon
5 as part of the conditions.

6 The third point that I would like to make, your
7 Honor, is that you will recall that the Federal Arbitration Act,
8 Chapter 1, was adopted in 1925 and it is the act that we have
9 worked with for years. This is Chapter 1.

10 Title 9, Section 8 is under Chapter 1.

11 In 1970 the United States acceded to a convention,
12 the convention on the recognition and enforcement of foreign
13 arbitral awards.

14 In my opinion, this matter doesn't belong under 8
15 it belongs precisely under the second Chapter, namely Sections
16 201 et seq. The convention has been implemented by Sections
17 201, 203 and 206. I only want to refer to 202.

18 202 says that an arbitration agreement or arbitral
19 award arising out of a legal relationship, whether contractual
20 or not, which is considered as commercial, including a trans-
21 action, contract or agreement described in Section 2 of this
22 Title, falls under the convention.

23 Section 2 of Title 9 specifically provides for
24 maritime contracts.

25 Section 203 gives the District Court exclusive

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8

2 jurisdiction of these controversies without amount involved and
3 without diversity of citizenship.

4 Section 206 is the right of the Court to compel
5 arbitration.

6 A case arose in Pennsylvania where a dispute arose
7 between MMcCreary Tire and Rubber Company and an Italian company
8 called Ceat, Sp.A.

9 McCreary and Ceat entered into an agreement for
10 the sale of Italian tires in the United States. There was a
11 breach of contract alleged by McCreary. McCreary filed suit
12 in the Commonwealth of Pennsylvania. McCreary, under the
13 Pennsylvania statute, got what amounted to a State Court
14 attachment, which incidentally is called a warrant of foreign
15 attachment. But in any event, what we are talking about is a
16 State Court attachment.

17 This State Court attachment was appealed to the
18 Third Circuit, and in the Third Circuit they reversed and
19 vacated the attachment and stated that under Chapter 2, which
20 these plaintiffs rightfully belonged, no prior attachment is
21 available.

22 If your Honor will indulge me, I would like to make
23 reference to that case.

24 The Court said, "The District Court was bound by
25 the terms of the convention on recognition and enforcement on

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9

2 foreign arbitral awards," citing cases.

3 It then cites 202 which I just read to you in
4 part.

5 Continuing:

6 "There is nothing discretionary about Article II(3)
7 of the convention. It states that the District Court shall, at
8 the request of a party to an arbitration agreement, refer the
9 parties to arbitration. The enactment of Public Law 91-368
10 providing a Federal remedy for the enforcement of the conven-
11 tion, including removal jurisdiction without regard to diversity
12 or amount in controversy demonstrates the firm commitment of
13 the cumulus to the elimination of vestiges of judicial re-
14 luctance to enforce arbitration agreements, at least in the
15 international commercial context.

16 "What is plainly there to see is that resort to a
17 praecipe and complaint in foreign attachment in the Court of
18 Common Pleas of Pennsylvania is a violation of McCreary's
19 agreement to submit the underlying disputes to arbitration, and
20 that the conventional obliges the District Court to recognize
21 and enforce the agreement to arbitrate. Quite possibly foreign
22 attachment may be available for the enforcement of an arbitra-
23 tion award. This complaint does not seek to enforce an arbi-
24 tration award by foreign attachment, it seeks to bypass the
25 agreed upon method of settling disputes. Such a bypass is

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10

2 prohibited by the convention if one of the parties to the
3 agreement objects.

4 "Unlike Section 3 of the Federal Act, Article II(3)
5 of the convention provides that the Court of a contracting
6 state shall refer the parties to arbitration rather than stay
7 the trial of the action."

8 You will recall that in Section 3 of the 1925 Act,
9 this Court could stay the action pending arbitration.

10 Here the Court may not stay it, but the alternative
11 is the Court directs the parties to arbitration.

12 "The convention forbids the Court of a contracting
13 state from entertaining a suit which violates an agreement to
14 arbitrate. Thus the contention that arbitration is another
15 method of trial, to which State Court provisional remedies should
16 equally apply, is unavailable.

17 "Ceat has asked an order releasing all property from
18 the foreign attachment and permitting arbitration. The obvious
19 purpose of the enactment of Public Law 91-368 permitting removal
20 of all cases falling within the terms of the treaty was to
21 prevent the vagaries of State Law in impeding its full im-
22 plementation. Permitting a continuing resort to foreign at-
23 tachment in breach of the agreement is inconsistent with that
24 purpose. The relief requested, a release of all property from
25 the attachment, should be granted.

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2 "Since we conclude that the convention requires a
3 discharge of the foreign attachment we have no occasion to pass
4 upon Ceat's attack on the constitutionality of the Pennsylvania
5 foreign attachment procedures.

6 "The order of the District Court is reversed and
7 the case remanded for an entry and order, 1, discharging the
8 foreign attachment and, 2, referring the disputed claims to
9 arbitration pursuant to Article 7(b) of Exhibit A attached to
10 the complaint."

11 I haven't had much chance to read what came in here
12 five or ten minutes ago, but I did have sufficient time to look
13 and see that in the amended complaint that has been filed here
14 today your Honor, at paragraph 35, plaintiffs not only are bound
15 by it by my arguments, but they have invoked the original
16 jurisdiction of this Court under the convention, 9 U.S.C.
17 Section 201.

18 So if this Court were to follow the holding in the
19 Third Circuit, which obviously it doesn't have to, but if it
20 did, this Court would dismiss this case out of hand and order
21 it to arbitration.

22 To pass on -- I know I am taking a lot of your time
23 but this is an important matter because it has very serious
24 collateral consequences. It goes beyond merely the attachment
25 of money here.

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12

2 I also want to say at the outset, your Honor, that
3 not only are you not bound by the Third Circuit, but you are
4 also not bound by any other Judge in this Court, and therefore,
5 a case that I might refer you to of another Judge in this
6 Court may or may not have any persuasive argument. But I do
7 think that it is necessary and important that I point out to
8 you, your Honor, that in this Court, less than 10 weeks ago,
9 a matter came on before Judge Frankel in which it was requested
10 that an attachment of many multi-million dollars be granted to
11 a corporation here as against a corporation in England.

12 Judge Frankel denied to grant that attachment, your
13 Honor. And while again, I say that it is within your discretion
14 to grant or deny it is within his to grant or deny, since this
15 is totally a discretionary procedure, I think there are some
16 statements made in Judge Frankel's opinion which I think might
17 be worthy of comment.

18 Judge Frankel said that under the applicable --
19 excuse me. I might add that I put a copy of this case, because
20 it is unreported in our brief, your Honor. It is there as an
21 exhibit in the brief. But let me just pass a couple of comments
22 here that I think are important.

23 Judge Frankel said, "As you know, under the appli-
24 cable New York law, attachment is a discretionary remedy.
25 Plaintiff in an action has no absolute legal right in any case

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13

2 to the issuance of an attachment against the property of defen-
3 dant. The Court may deny the application, although a formal
4 case may be made.

5 "Paralyzing a defendant in this fashion might well
6 force a settlement of the pending case before the defendant has
7 has a chance to litigate the merits. In view of these facts,
8 together with the constitutional considerations discussed below
9 the Court refuses to exercise its discretion in plaintiff's
10 favor by granting an attachment order, which would, in the
11 language of the New York Court of Appeals, be an imposition on
12 and oppressive to the defendant."

13 The Court goes on to say that, "a further ground of
14 concern influences today's ruling. Under the recent trend of
15 Supreme Court doctrine affecting ex parte seizures of property
16 for security, one may seriously question the continued validity
17 of allowing attachments solely because a corporation is foreign
18 rather than domestic."

19 But, your Honor, what I think is most significant
20 in his opinion is that I, for the first time, at least, learned
21 that not only do we have the question of a violation of due
22 process under Sugar vs. Curtis, but as the Court has pointed
23 out here in his own words, "In addition, distinguishing between
24 foreign and domestic corporations in this arbitrary way raises
25 serious equal protection and commercial clause questions."

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2 I respectfully submit to you, your Honor, we all
3 know that Sugar vs. Curtis was held to be unconstitutional by
4 this Court, we all know that we are attending this hearing
5 because the Court, in its good judgement, is attempting to
6 accomodate what appeared to be the overtly effective uncon-
7 stitutionality of that decision.

8 But we now have here a further statement that at
9 least in one distinguished jurist of this Court, he says that
10 there are other serious constitutional problems involved. And
11 I suggest that simple justice would dictate that under those
12 circumstances one ought to consider very seriously the situation
13 before following that unconstitutional decision.

14 The last point that I would like to make is that
15 part of the plaintiff's getting the remedy, the State Court
16 remedy that they are seeking to attach, is Rule 64 of the
17 Federal Rules of Civil Procedure.

18 We know that this is what brings over into the
19 Federal Court the State Court on questions concerning attachment.

20 Apart from the fact that I do not believe, I
21 seriously do not believe the remedy is available when you bring
22 an action under 8 of Title 9, Rule 64 it seems to me, also
23 excludes, under the circumstances where there is a specific
24 remedy by Federal Statute, it also excludes the right to use
25 the State Statute.

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2 Rule 64 provides in part that during the course of
3 an action all remedies for the seizure of properties and so on
4 are available in the manner provided by the law of the State
5 in which the District Court is held existing at the time the
6 remedy is sought, subject to the following qualifications:

7 Any existing statute of the United States governs
8 to the extent to which it is applicable.

9 And I contend that not only is 8 not the place they
10 should be but, rather, 201 which they have asked the court for
11 jurisdiction, I make the further argument, your Honor, that
12 even if 8 applied I don't believe that Section carries over, 64
13 carries over, because, in my opinion, it seems that the ex-
14 ception is applicable to a situation such as Section 8 where
15 the Courts have stated the type of remedy that is available.

16 Your Honor, in conclusion, this is another sovereign.
17 This is a corporation that acts for the people of Indonesia.
18 This is not the type of dispute that requires security being
19 given and the manner in which it is requested here.

20 I might add this:

21 There are multi-millions if not billions of dollars
22 involved in the relationship of Pertamina and Indonesia.

23 I want to say this, that there are hundreds,
24 literally hundreds, around the world, loan agreements with
25 financial institutions that have as an event of default in it

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16

2 this type of attachment. Thus we get well beyond the \$7
3 million that is involved here.

4 Apart from the inconvenience that the \$7 million
5 is causing this New York office, which keeps bank accounts as
6 large as that in the regular course of its business, apart from
7 that inconvenience, it has a very serious collateral impact,
8 and I respectfully urge you to vacate this attachment.

9 Thank you.

10 THE COURT: All right.

11 MR. McNAMARA: Your Honor, I think before I start
12 in the main in response to Mr. Burke's very able and very lucid
13 argument, I would like to take care of some housekeeping.

14 You have before you, your Honor, an amended verified
15 complaint. That was put in because we noticed after having
16 drawn, filed and served our complaint that there were a few
17 minor errors. I think perhaps we needn't take your time to
18 point it out.

19 THE COURT: Let's see. Your original complaint
20 indicated that this was an action to compel arbitration.

21 Is that it?

22 MR. McNAMARA: Yes. We didn't have paragraph 35.
23 Paragraph 35 in the amended complaint did not appear in the
24 originally filed complaint. We put it in.

25 THE COURT: In answer to my question, your

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17

2 original complaint did not indicate that it was under 9,
3 Section 201 et seq, or whatever the numbers are?

4 MR. McNAMARA: That's correct, your Honor.

5 THE COURT: So you have amended it to show that?

6 MR. McNAMARA: I might say that that amendment was
7 done before we knew counsel for the defendant would be making
8 an argument to that point.

9 THE COURT: Let me ask you this:

10 With respect to that, then, is there a provision
11 with respect to the type of security that you might seek
12 pending the arbitration?

13 MR. McNAMARA: In 201 et seq?

14 THE COURT: Yes.

15 MR. McNAMARA: Your Honor, there isn't. I can
16 make a few comments on that.

17 Section 201 and its following sections are new.
18 They are positive law of the United States for only a few years
19 now.

20 However, they are similar in the sense of the
21 relationship between attachment as Section I of Title 9 and
22 its following sections.

23 Cases have come up under Section I addressed to the
24 point of whether or not attachments can be had in the context
25 of parties having agreed to arbitrate and there have been

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2 decisions saying yes, attachments may come forward.

3 Mr. Burke is raising a point which many lawyers
4 which practice in the admiralty field as he does and I do,
5 have thought about for some time. Since Section 8 of Title 9
6 says that a party may begin his proceedings thereunder by
7 liable and seizure of the vessel or other property of the other
8 party according to the usual course of admiralty proceedings,
9 the thought has arisen that where one goes under the state
10 statute via Rule 64 of the Federal Rules, might there be a
11 conflict here?

12 I think, indeed, there isn't any conflict, that
13 Section 8 of the Arbitration Act was enacted in order to make
14 it clear that by Congress enacting the Federal Arbitration Act
15 was not taking away from any party any provisional remedies
16 it might otherwise have had.

17 It was not, therefore, a Section put in to, say,
18 "This is available, tradition admiralty seizure remedies, but
19 others are not."

20 I might say that in the State of New York, when
21 this question has come up under the New York State Arbitration
22 Statute, the Courts have answered that where a party attaches
23 at the outset and then seeks to go to arbitration, the Courts
24 will maintain the attachment in a proper case and then direct
25 the parties to arbitration.

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2 In fact, the Courts of the State of New York have
3 said that under the New York State Arbitration Statute, that's
4 the only power the Courts have because the statute says when
5 apprised of such a matter the Court is to stay the action.

6 Mr. Burke is making the point when one looks at
7 Section 201 of Title 9 and its following sections, and particu-
8 larly I think it is article 2 sub 3 of the convention, the
9 United Nations convention, which is enacted into positive law
10 by Section 201 and its following sections, one sees that the
11 Court when it learns that it is apprised of a matter about
12 which the parties have made an arbitration agreement, is to
13 direct the parties to arbitrate and the section is silent as to
14 whether or not the Court will stay the proceeding before it or
15 will otherwise keep it in existence pending the arbitration.

16 Indeed, I see a case which I have never seen before
17 your Honor, the McCreary case in the Third Circuit in which
18 apparently from what I see of it here, the Circuit Court there
19 said, "Well, the attachment must be vacated because it seems
20 that it is at odds with the convention."

21 I don't think it is a bit at odds with the convention
22 or Section 201.

23 THE COURT: What does the convention say about
24 security? What was that section, Mr. Burke?

25 MR. BURKE: No, it is not in the convention as

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2 such.

3 MR. McNAMARA: Your Honor, I --

4 THE COURT: Just a moment.

5 I thought you referred to some security available to
6 them other than attachment.

7 MR. McNAMARA: The convention is silent on the point
8 of security.

9 MR. BURKE: No, there is no security under the
10 convention.

11 Under Chapter 2, incorporating the convention, it
12 has no reference to security. The remedy is a direct order to
13 proceed to arbitrate. That is all the remedy that is available
14 to them.

15 THE COURT: And this Third Circuit case which you
16 cite indicates that an attachment under state law is contrary
17 to the intent of this convention?

18 MR. BURKE: Of the convention as adopted by
19 Chapter 2 of the Federal Arbitration Laws, yes.

20 MR. McNAMARA: Your Honor, I don't think the case
21 says that from my quick reading of what Mr. Burke has given us.

22 It says that an admiralty complaint seeking a writ
23 of foreign attachment under supplemental admiralty rules is not
24 appropriate according to the Third Circuit in view of the
25 convention.

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2 MR. BURKE: No, I beg to differ with you. I know there
3 is a similarity of terms, but it is a state Court action.

4 MR. ELLIS: May he finish? You weren't interrupted
5 until you were finished.

6 MR. McNAMARA: Judge, I think this might be helpful
7 to you:

8 The point that Mr. Burke is making is a point that
9 has arisen in the past, particularly in New York State, as to
10 whether or not there is a conflict between the parties having
11 made an arbitration agreement and on the other hand starting
12 an action in order to obtain security whilst the arbitration
13 goes forward.

14 I would like the opportunity to be able this
15 evening to carefully look over the case Mr. Burke has cited
16 and to go further to give your Honor our client's views on
17 this point.

18 THE COURT: Let me ask you this, then:

19 Under Title 9, Section I, the usual arbitration
20 statute, is there a provision for the security in admiralty
21 cases?

22 MR. McNAMARA: In Section 8, your Honor, there is
23 indeed provision for security.

24 In Section 8 of the Act there is such provision.
25 But I don't think the fact that the particular attachment

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2 remedy sought might not be within the traditional admiralty
3 bounds means that therefore one is not entitled to it under
4 the arbitration Act because one may come before this Court
5 under Section I of the Arbitration Act in many other matters
6 having nothing to do with admiralty and there has never been,
7 to my knowledge, any notion on the part of the bar or the
8 Court that one might not nevertheless take attachment remedies
9 in such proceedings.

10 In other words, the enactment of the Arbitration
11 statute didn't mean that one lost attachment remedies.

12 THE COURT: Yes, I see provisions of Section 8
13 which relate to admiralty actions which provide that the party
14 claiming to be aggrieved may begin his proceeding hereunder
15 by liable and seizure of the vessel or other property of the
16 other party according to the usual course of admiralty pro-
17 ceedings.

18 And that you feel is applicable to your case here?

19 MR. McNAMARA: I do, your Honor. And having said
20 that I would like to go into a further point that I think this
21 particular point Mr. Burke has raised is a highly complex
22 matter.

23 For example, bear in mind that the arbitration act
24 was enacted before the Federal Rules of Civil Procedure were
25 enacted, so that when this statute was written, the drafters

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2 of it and Congress didn't know that in 1938, if I'm not
3 mistaken another statute was going to be written which had a
4 Rule 64 which said that in Federal Court the State Court pro-
5 visional remedies are available to a party.

6 Further, the people who wrote the Arbitration Act
7 didn't know that at some laterpoint during the 1960's, I
8 believe, something called the supplemental Rules for Admiralty
9 and Maritime Claims would be enacted.

10 I am searching for the particular rule, your Honor,
11 but I can sum up the gist of it for you.

12 That rule states that the state remedies, provisional
13 remedies, will apply in admiralty. I think it refers to "an
14 addition or in the alternative -- I am reading from Supplemental
15 Rule B of the Special Admiralty Rule --" in addition or in the
16 alternative that plaintiff may, pursuant to Rule 4(e) invoke
17 the remedies provided by state law for attachment and garnish-
18 ment or similar seizure of the defendant's property, except
19 for Rule E(8). These supplemental rules do not apply to state
20 remedies so invoked.

21 So now we have the admiralty rules of this Court
22 which permit one to go and utilize the State remedies.

23 So for Mr. Burke and I to argue this point here I
24 don't think would be productive, your Honor. I think Mr.
25 Burke has put in what appears to be a most able brief and I

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2 would like the opportunity to brief it. If I might have until
3 tomorrow afternoon, I would appreciate it.

4 THE COURT: All right.

5 Suppose we do that, because that seems to be the
6 only issue here, I gather, as to whether this attachment is
7 good in this type of proceeding.

8 MR. BURKE: I think that they have submitted to
9 the jurisdiction under Chapter 2, that is, 201 et seq. and
10 having asked the jurisdiction of the Court under 201, then if
11 you follow the Third Circuit which is the only Court, Appellate
12 Court in the United States that I am aware of interpreting that
13 statute, it clearly states that you may not have a state Court
14 attachment under that Federal Statute. It was designed spe-
15 cifically to preclude an attachment.

16 That's what the Court has said.

17 THE COURT: All right. He is asking for an
18 opportunity to submit a brief in opposition to that.

19 MR. BURKE: Yes, agreed.

20 In the other, I would like to respectfully suggest
21 this:

22 Mr. McNamara refers to rules. Title 9, Section 8
23 gives two specific admiralty remedies. You read it in there,
24 your Honor. An action in rem and an in personam action with
25 warrant of foreign attachment.

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2 They admittedly do not have a maritime lien, so
3 they don't have an action in rem.

4 The only other way that they will have it that
5 the Courts have held is that there is a warrant of foreign
6 attachment meaning that the defendants are not in the District.

7 The defendants are in the District, so I respect-
8 fully submit they have no remedy under 8, and the Federal Rules
9 can't create a remedy.

10 But I will be happy to receive Mr. McNamara's
11 brief and I would also like to opportunity to reply if I
12 consider it necessary.

13 But, your Honor, we do urge you that a summary dis-
14 position of this matter is urgently needed.

15 MR. McNAMARA: Your Honor, might I have a few more
16 minutes to go on?

17 THE COURT: Yes, sure.

18 MR. McNAMARA: Let me give you just an idea of what
19 this matter is about.

20 Three vessels are now on charter to the defendants
21 and a charter hire is running at the rate of about 1.5 million
22 dollars per month and for several months now the defendants
23 have fallen into arrears.

24 The attachment remedy here was sought as a last
25 resort because our clients were simply beginning to become
faint from the slow bleeding, economic bleeding of what was

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2 happening to them.

3 We have no idea from the defendants what they
4 intend to do. Last week they directly announced to our
5 clients that with respect to these charter parties, these
6 leases on vessels, which will go for eight or nine years more
7 each, that now the Indonesian government has decided that
8 these charter parties would be renegotiated.

9 They have no right, of course, to renegotiate that.
10 We don't know what their ideas on renegotiation are. We don't
11 know when on their list of people with whom they have contracts
12 we appear and when they will get around to us.

13 I notice in the affidavit of Mr. Burke submitted
14 today, in paragraph 9, he says that the non-payment of charter
15 hire is being done as a temporary measure by the government
16 during a period of time in which a reappraisal of the tanker
17 fleet under contract with the defendants is being conducted.

18 That doesn't do our client a lot of good.

19 I think the affidavit goes on to say while this
20 hiatus may inconvenience the plaintiffs, it is by no means an
21 indication that any valid claims that the plaintiffs have which
22 can be supported in the forthcoming arbitrations in excess of
23 any counterclaims will not be honored.

24 I think that statement is just chutzpah. They owe
25 our client over 7 million now; they know they owe it. I don't

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2 really think if they were called on here to answer whether they
3 would admit it, but I think they would admit it. But its
4 government. They have large affairs. One gets on a list.

5 THE COURT: These are, then, corporations which are
6 actually government corporations, then?

7 MR. BURKE: They are state owned, one hundred per
8 cent state owned.

9 THE COURT: You don't dispute that, do you?

10 MR. McNAMARA: Your Honor, I take Mr. Burke's word
11 for it. We are not privvy in that way, but I think he is
12 right.

13 But I think that with respect to any question of
14 sovereign immunity, we could show -- and I don't think Mr.
15 Burke can deny it -- that these corporations operate in the
16 private commercial area, and sovereign immunity wouldn't be
17 appropriate here.

18 THE COURT: One of the remedies you seek is that
19 the Court direct these parties to proceed to arbitration, is
20 that it?

21 MR. McNAMARA: Yes, your Honor.

22 THE COURT: All right.

23 Suppose, then, we get a brief from you by five
24 o'clock tomorrow on this and see what the situation is.

25 MR. McNAMARA: Your Honor, let me ask a question:

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2 The defendants can take this burden from their own
3 shoulders if they simply bond this claim.

4 Will they not do that?

5 MR. ELLIS: If they have so much money --

6 MR. BURKE: Your Honor, we don't believe, to begin
7 with, it is a proper attachment.

8 What has happened here, your Honor, is that in
9 Jakarta, in Indonesia they have a government group, ministers,
10 that are reevaluating the entire tanker, natural gas, oil,
11 petroleum situation. They have ordered that there be a hiatus
12 while they are attempting to look at this.

13 This situation, unfortunately, might be similar to
14 New York. They have lots of assets, but the cash flow may not
15 be there until they can adjust what they are doing here.

16 You know, they are a sovereign. There is really
17 no need here, your Honor, for this attachment.

18 What has been suggested here is that this is a nine
19 year contract. At best if this attachment is to stay on, at
20 best all it is is it is a collection agency. That's all it is,
21 because if we go on for nine more years, I mean, the government
22 can't treat you differently than it is treating all of these
23 other ship owners.

24 Patience would have been a virtue in this instance
25 if you had been willing to let the government try to adjust

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2 the problem.

3 MR. ELLIS: Provided you would be alive by the
4 time we had the sufficient patience for it.

5 MR. McNAMARA: Your Honor, may I explain to the
6 Court why our client's patience wore thin.

7 Mr. Burke said under the charter parties our clients
8 had the right to lien cargoes and subfreights and that we
9 haven't done it.

10 Indeed we have. We did it two weeks ago. We sent
11 a notice of lien with respect to the Messaloni, which is now
12 steaming for Long Beach out in California, and the party who
13 purportedly owned the cargo, Atlantic Richfield Company is
14 fully aware of this lien.

15 One and a half weeks ago we told the defendants
16 in Jakarta that we did this. We told them that similar
17 actions of this nature can be expected unless you begin dealing
18 with us and paying us what you owe us and start talking to us
19 and stop telling us that we are on some sort of list and you
20 are going to get to us.

21 Mr. Burke didn't know it. Now he is their lawyer.
22 And that is what we have been dealing with for months, a total
23 confusion on the other side.

24 MR. BURKE: Your Honor, may I say this:

25 I and my firm, ask Mr. McNamara and Mr. Ellis --

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2 he is one of my old dear friends sitting here -- they are well
3 aware that we normally represent ship owners and he have re-
4 presented some of the largest in the world.

5 I was called in here just last week, Wednesday or
6 Thursday and asked if I would assist in this case.

7 I don't know the principals, I have never acted
8 for them professionally before. I am sure the New York office
9 wasn't aware of that information because I would have gotten it
10 from the New York office and I didn't get it.

11 MR. McNAMARA: Your Honor, the papers Mr. Burke has
12 put in speak for the fine job he has done for his client. My
13 point was not that he doesn't know it, but that he hasn't been
14 told by his client that, in fact, two weeks ago, we did take
15 actions and we fired a shot across their bow and said, "Look,
16 it's coming to this unless you begin paying what you indisputably
17 owe."

18 THE COURT: I see.

19 All right. Suppose you bring it in at 5 o'clock
20 tomorrow. If you want, you can respond.

21 MR. BURKE: You just want it delivered at 5 tomorrow?

22 THE COURT: That's right.

23 MR. BURKE: If I want to respond, your Honor, I
24 will respond, let's say, by eleven o'clock the following morning,
25 or something like that?

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2 THE COURT: If you can get it that fast, okay.

3 MR. BURKE: There are some things you have to do.

4 MR. McNAMARA: Your Honor, I have also given Mr.

5 Burke a copy of an affidavit by the officer and agent for the

6 plaintiffs. This is going to the point for the need for

7 security. It wasn't technically our burden of proof under the

8 CPLR, but I think it is well to have it in.

9 THE COURT: I see. All right.

10 Thank you gentlemen.

11 MR. BURKE: Thank you, your Honor.

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TRANSCRIPT OF RESUMED PROCEEDINGS, DECEMBER 22, 1975
CONTAINING DECISION OF MOTLEY. U.S.D.J.

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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METROPOLITAN WORLD TANKERS CORP., et al., :

Plaintiffs, :

vs. : 75 CIV 6123

P.N. PERTAMBANGAN MINJAKDANGAS BUMI
NATIONAL (P.M. PERTAMINA), :

Defendant. :

-----x

December 22, 1975
5:45 p.m.

BEFORE:

HON. CONSTANCE BAKER MOTLEY,

District Judge.

A P P E A R A N C E S:

HILL, BETTS & NASH, ESQS.
Attorneys for plaintiffs,
FRANCIS H. McNAMARA, ESQ.,
Of Counsel

BURKE & PARSONS, ESQS.
Attorneys for defendant,
RAYMOND J. BURKE, ESQ.,
Of Counsel

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2 (Case called.)

3 THE COURT: Gentlemen, I have a stipulation or
4 proposed stipulation as to certain facts here signed by one
5 party. Is there some agreement now as to these facts?

6 MR. McNAMARA: Your Honor, I'm prepared to sign
7 the stipulation on behalf of the plaintiff on the reserva-
8 tion that such signing would not mean that our client in any
9 way acknowledges the truth of anything the defendants have
10 stated in the stipulation. We simply would have no knowledge
11 as to some of those things.

12 THE COURT: What do you have in mind specific-
13 ally?

14 MR. McNAMARA: Well, paragraph 18, your Honor,
15 page 5, they state the location of some of their assets.

16 THE COURT: You mean paragraph 17?

17 MR. McNAMARA: No, 18, your Honor, on the last
18 page. Our client would have no knowledge as to whether or
19 not there are any assets there or whether this is a complete
20 list.

21 Similarly with respect to the statements about
22 the identity of the defendants as State-owned companies, we
23 presume they are, but we don't know that they are a State-
24 owned company, so with those reservations we are prepared
25 to sign a stipulation.

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2 I think, Mr. Burke, although he may wish to
3 change his mind now--

4 MR. BURKE: No, I believe we are almost in the
5 same position. You see, what we are doing is we are accept-
6 ing one another's word. There is some concern here that we
7 are binding our client with information that we really are
8 not totally able to verify.

9 THE COURT: With respect to this matter, it is
10 not disputed, is it, that the defendants have an office
11 here in the Southern District of New York?

12 MR. BURKE: No. I am sure that's not disputed.

13 MR. McNAMARA: Your Honor, let me make a com-
14 ment on that. The defendants have so stated. However,
15 investigations with the Secretary of State of the State of
16 New York have resulted in finding nothing with respect to
17 these defendants in the way of registration to do business
18 in the State of New York and a number of our orders of
19 attachment are coming back now with banks stating that they
20 have no record of any account in the name of these defen-
21 dants, so the plaintiffs would have to state that they
22 have no knowledge as to whether there is an office of the
23 defendant here.

24 THE COURT: Then we don't have any stipulations
25 to anything, is that it?

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2 MR. BURKE: Your Honor, the company has offices
3 at 866 United Nations Plaza and not on one floor, but on
4 two floors.

5 THE COURT: You are unable to stipulate to that,
6 is that what you are saying?

7 MR. McNAMARA: Your Honor, I can stipulate to
8 that with the reservation that you may feel makes it meaning-
9 less.

10 THE COURT: Pardon me, what did you say?

11 MR. McNAMARA: With the reservation that your
12 Honor may feel makes our stipulation meaningless, that we
13 are not agreeing with what the other side said, we simply
14 don't know. This difficulty might have perhaps been avoided
15 if some affidavit on the part of the defendants in the way
16 of a person with knowledge was put forward on these matters,
17 but we are ready to make the stipulation.

18 THE COURT: Are you ready to make the stipula-
19 tion that the defendants have an office in the Southern
20 District here in Manhattan, is that it?

21 MR. McNAMARA: We will so stipulate, your
22 honor.

23 THE COURT: We have at least a stipulation
24 that the defendants have an office here in Manhattan, and
25 what's the address?

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2 MR. BURKE: 866 United Nations Plaza.

3 THE COURT: All right, the Court has reached a
4 decision with respect to the application to vacate the
5 attachment and I am going to read a brief memorandum opinion
6 into the record as to that and then I gather that both
7 parties agree that this is a case which should proceed to
8 arbitration, is that it?

9 MR. BURKE: Yes, your Honor.

10 THE COURT: Pursuant to Title 9, United States
11 Code 201 et seq., is that it?

12 MR. BURKE: Yes, your Honor.

13 MR. McNAMARA: We agree to that, your Honor.

14 * THE COURT: All right, I am ready to read the
15 opinion which the Court has written out in memorandum form
16 and will write out more formally if necessary for an appeal.

17 On December 5, 1975, plaintiffs made an ex
18 parte application to this Court for an order of attachment
19 in this matter. Said order was issued by the Court pursuant
20 to Rule 64 of the Federal Rules of Civil Procedure and
21 Section 6201(1) of the New York State Civil Practice Law
22 and Rules. As a condition to that order, the Court speci-
23 fied that under the decision in Sugar V. Curtis Circula-
24 tion Co., 383 F. Supp. 643 (S.D.N.Y. 1974), defendants
25 should be given opportunity to vacate the order at a

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post-seizure hearing at which the creditor-plaintiffs were to prove the grounds upon which the writ issued.

Such a hearing was held on December 15, 1975, at which time the Court reserved decision as to the continuation of the order of attachment. Having now considered the arguments presented, the Court has decided to vacate the order of attachment and at the same time enter an order pursuant to 9 U.S.C. Section 206 directing that the parties to this action proceed to arbitration immediately in accordance with the provisions of their arbitration agreement.

In reaching this decision, a preliminary determination made by the Court was that plaintiff's citation of what they termed "their rights" under 9 U.S.C. Section 8 in both the complaint and amended complaint was inapposite. That section provides that "if the basis of jurisdiction be a cause of action otherwise justiciable in admiralty, then...the party claiming to be aggrieved may begin his proceeding...by libel and seizure of the vessel or other property...according to the usual course of admiralty proceedings..." In *Barge "Anaconda" v. American Sugar Refining Co.*, 322 U.S. 42, 45 (1943), the Supreme Court observed that this section "saves the right of an aggrieved party to invoke" the jurisdiction of the Court

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2 in admiralty matters where arbitration is involved. But
3 that is not the purpose to which plaintiffs attempt to put
4 that section in the instant action. The cases show that
5 Section 8 has been applied purposefully "to give an aggrieved
6 party in a maritime controversy the benefit of jurisdiction
7 in rem or by foreign attachment..." *The Belize*, 25 F.
8 Supp. 633, 664 (S.D.N.Y. 1938). In this case, plaintiffs'
9 attachment based solely on the fact that defendants are
10 foreign corporations under CPLR Section 6201(1) is not a
11 "traditional admiralty procedure" within the meaning and
12 purpose of Section 8. This is not an in rem claim based
13 on a maritime lien and is not a foreign attachment since
14 defendants have an office in the district, so plaintiffs
15 are not entitled to an attachment under Section 8.

16 Plaintiff's eleventh hour attempts to bring the
17 cause of action under U.S.C. Sections 3 or 4 also are un-
18 founded. As to Section 4, which provides a remedy of an
19 order to compel arbitration for "[a] party aggrieved by the
20 alleged failure, neglect, or refusal of another to arbi-
21 trate under a written agreement for arbitration," no showing
22 has been made that arbitration has indeed been sought or
23 refused. As to Section 3, plaintiff seems to totally mis-
24 construe the Supreme Court's decision in *Barge "Anaconda,"*
25 *supra*. Section 3 provides for a stay of proceedings pending

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2 arbitration, but such stay is clearly a remedy intended for
3 a defendant who wants to compel plaintiff to arbitration,
4 and this is set out in the Anaconda decision.

5 Ultimately the Court concludes that plaintiffs'
6 invocation of its jurisdiction in this matter must be under
7 Title 9, U.S.C. Section 201 et seq., as set out in para-
8 graph 35 of the amended complaint. These sections consti-
9 tute the enabling legislation for United States adherence
10 to the Convention on the Recognition and Enforcement of
11 Foreign Arbitral Awards. The present controversy falls
12 squarely within the boundaries defined for such actions in
13 9 U.S.C. Section 202. This is not a dispute regarding a
14 "relationship which is entirely between citizens of the
15 United States;" indeed none of the parties is a United
16 States citizen. In addition, it is a dispute which arises
17 out of a commercial legal relationship as described in
18 9 U.S.C. Section 2--namely "a written provision in any
19 maritime transaction."

20 Under these sections of Title 9, it seems clear
21 that if plaintiffs were to prevail at arbitration, they
22 would have recourse to this Court for attachment of defen-
23 dant's assets. Article III of the Convention, incorporated
24 into 9 U.S.C. Section 201, specifies that a contracting
25 state shall "enforce (arbitral awards) in accordance with

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2 the rules of procedure of the territory where the award is
3 relied upon."

4 However, there is no such indication that that
5 pre-arbitration attachment is warranted under the conven-
6 tion. Indeed, the very purpose behind the convention is
7 to bring about the settlement of appropriate disputes solely
8 through arbitration proceedings, and to allow a resort to
9 attachment before such proceedings would seem to put an
10 unnecessary and counterproductive pressure on a situation
11 which could otherwise be settled expeditiously and knowledge-
12 ably in an arbitration context. As the Third Circuit has
13 noted in this respect, "the obvious purpose of the enact-
14 ment of (this law) permitting the removal of all cases
15 falling within the terms of the treaty, was to prevent
16 the vagaries of State law from impeding its full implemen-
17 tation" and "permitting a continued resort to foreign
18 attachment in breach of the agreement is inconsistent with
19 that purpose." *McCreary Tire & Rubber Company v. CEAT*,
20 501 F.2n 1032, 1038 (3rd Cir. 1974).

21 As plaintiffs themselves note in their brief,
22 arbitration can be commenced in this matter almost imme-
23 diately, and an award determined soon thereafter. Indeed,
24 it seems somewhat peculiar to this Court that a demand for
25 arbitration has not been made earlier by plaintiffs.

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2 Now, however, both plaintiffs and defendants
3 seem clearly amenable to the commencement of arbitration
4 and have asked this Court to make an order to that effect.
5 The authority to promulgate such an order is clearly within
6 this Court's jurisdiction under 9 U.S.C. Section 206, and
7 accordingly, it is hereby ordered that the arbitration pro-
8 cedure necessary to the settlement of this dispute between
9 the parties to this action be instituted immediately accord-
10 ing to the terms set down in the agreements at issue here.
11 The order of attachment signed by this Court on December 5,
12 1975, is vacated.

13 So ordered.

14 Now, as I have indicated, if there is an appeal
15 I will type out the decision which I have just read into
16 the record.

17 All right, thank you, gentlemen.

18 MR. McNAMARA: Your Honor, with respect to an
19 appeal, I believe this matter may be interlocutory in nature
20 so I would ask if your Honor would certify this question
21 under Title 28, Section 1292(b) to the Court of Appeals.
22 I don't know if we have the right to take your Honor's de-
23 cision up under the rules.

24 THE COURT: Does the plaintiff want to be heard
25 on that?

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2 MR. BURKE: I must confess that I haven't re-
3 viewed it. I don't know whether it is appealable or not,
4 but can we reserve that point until the morning? We will
5 brief the point for you.

6 THE COURT: Let's see if we can find that par-
7 ticular provision. I would just like to check the statute
8 as to that. Suppose we take a recess in this case and I
9 will consider the application.

10 (Recess.)

11 THE COURT: All right, gentlemen, with respect
12 to the plaintiff's application for an order under 1292(b),
13 that application is denied on the ground that an order
14 vacating attachment is apparently appealable and in support
15 of that the Court cites Swift & Company versus Companina
16 Columbiana, the citation of which is 339 U.S. 684, 1950
17 and Rosenfeldt versus Comprehensive Account Service Corpora-
18 tion, the citation of which is 514 Fed. 2d 608, a Seventh
19 Circuit case decided April 11th of this year, decision by
20 Circuit Judge Stevens of the Seventh Circuit.

21 All right, thank you, gentlemen, and the Reporter
22 has the Court's opinion if you want it transcribed.

23 MR. McNAMARA: Your Honor, I have one last
24 question for the Court and I am sorry to take up your time
25 at this late hour.

1 rgjb

12

2 As defendants are aware, and I think they have
3 been aware for sometime, there is another action going for-
4 ward in California, in Los Angeles by these plaintiffs
5 against this defendant which was commenced with a foreign
6 attachment within the admiralty jurisdiction under Section
7 8 of Title 9.

8 My inquiry to the Court is in view of your
9 Honor's articulated decision today would your Honor have
10 held, would your Honor hold an attachment properly under
11 Section 8 of Title 9 barred by 9201, et seq.?

12 THE COURT: I am not following you. Would I
13 hold--

14 MR. McNAMARA: Your Honor stated in your deci-
15 sion that the attachment of this case was not--did not
16 fall within Section 8 of Title 9 as an admiralty attach-
17 ment and then you further held that under McCreary attach-
18 ments are not permitted under Section 9201, et seq.

19 My request to the Court, it is a somewhat un-
20 orthodox request, is that had the attachment--

21 THE COURT: If you are going to ask me to re-
22 write an rerender the opinion I am not going to do so. I
23 have just ruled that you have the right to appeal.

24 All right, thank you, gentlemen.

25

ORDER VACATING ATTACHMENT, SIGNED JANUARY 9, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
METROPOLITAN WORLD TANKER CORP., as
chartered owner of the M/T MANTINIA,

-and-

METROPOLITAN MARINE TRANSPORT, CORP.,
as owner of the M/T MESOLOGI,

-and-

METROPOLITAN NAVIGATION CORP., as
owner of the M/T MONEMVASIA,

-and-

METROPOLITAN SEAS TRANSPORT CORP.,
as owner of the S/T METHONI,

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

-----X

ORDER VACATING
ATTACHMENT

75 Civ. 6123
(CBM)

W.A.

WHEREAS, the plaintiffs commenced actions against the defendants by filing a verified complaint on December 5, 1975 and an amended verified complaint on December 15, 1975 and

WHEREAS, on ex parte motion of the plaintiffs this Court issued an order on December 5, 1975 directing that the property of the defendants located within the jurisdiction of this Court be attached by the United States Marshal and

WHEREAS, on December 15, 1975 a hearing was held before this Court at which plaintiffs and defendants requested the Court

Order Vacating Attachment, signed January 9, 1976

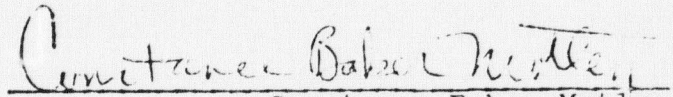
direct the parties to arbitration in accordance with their respective agreements and

WHEREAS, defendants further requested at the hearing held on December 15, 1975 that the order of attachment granted on December 5, 1975 be vacated and

WHEREAS, on December 22, 1975 a hearing was held before this Court at which the Court announced its decision with respect to the joint request for an order directing the parties to arbitration and the request of defendants that the order of attachment granted on December 5, 1975 be vacated.

NOW, THEREFORE, it is ORDERED and DECREED that the parties hereto proceed immediately to arbitration in accordance with their respective arbitration agreements as are set forth in Exhibits "1," "2," "3" and "4" annexed to the amended verified complaint and it is further

ORDERED and DECREED that the order of attachment granted by this Court on December 5, 1975 in favor of plaintiffs and against the property of defendants within the jurisdiction of this Court be and the same hereby is vacated.


Constance Baker Motley
United States District Judge

Dated: New York, New York.

January 9th, 1976

NOTICE OF APPEAL, FILED JANUARY 14, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
METROPOLITAN WORLD TANKER CORP., as
chartered owner of the M/T MANTINIA,

-and-

METROPOLITAN MARINE TRANSPORT, CORP.,
as owner of the M/T MESOLOGI,

-and-

METROPOLITAN NAVIGATION CORP., as
owner of the M/T MONEMVASIA,

-and-

METROPOLITAN SEAS TRANSPORT CORP.,
as owner of the S/T METHONI,

Plaintiffs,

-against-

P.N. PERTAMBANGAN MINJAK DAN GAS BUMI
NASIONAL (P.N. PERTAMINA),

-and-

PERUSAHAAN PERTAMBANGAN MINJAK DAN
GAS BUMI NEGARA (PERTAMINA),

Defendants.

-----X
S I R S :

PLEASE TAKE NOTICE that the plaintiffs METROPOLITAN
WORLD TANKER CORP., METROPOLITAN MARINE TRANSPORT CORP., METRO-
POLITAN NAVIGATION CORP. and METROPOLITAN SEAS TRANSPORT CORP.
hereby appeal to the United States Court of Appeals for the
Second Circuit from the order entered in this action on the

A 145

Notice of Appeal, filed January 14, 1976

day of 12th JAN, 1976 vacating the order of attachment granted
on the 5th day of December, 1975.

DATED: New York, New York
January , 1976

Yours, etc.
HILL, BETTS & NASH

By *David L. Glickman*
A Member of the Firm
Attorneys for Plaintiffs
One World Trade Center
New York, New York 10048

TO: BURKE & PARSONS
Attorneys for Defendants
52 Wall Street
New York, New York 10005

And on timely service of two copies
of the within APPENDIX is hereby
admitted this 19TH day of JANUARY 1977.

Burdee + Parsons
Attorneys for APPELLES